



AGENDA

Special Call Community Redevelopment Agency Meeting

Wednesday, December 19, 2007, 7:30 P.M.
Lake Park Town Hall
535 Park Avenue

Paul Castro	—	Chair
Edward Daly	—	Vice-Chair
G. Chuck Balias	—	Board Member
Jeff Carey	—	Board Member
Patricia Osterman	—	Board Member
Christiane Francois	—	Board Member
Michelle McKenzie-Suiter	—	Board Member
<hr/>		
Maria V. Davis	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez	—	Agency Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

E. GENERAL APPROVAL OF ITEM:

1. Special Call CRA Meeting Minutes of November 28, 2007
2. Special Call CRA Meeting Minutes of December 5, 2007

Tab 1

Tab 2

F. CONSENT AGENDA:

3. Request to Expend Unrestricted Reserve Funds for the Resurfacing of Asphalt Roads throughout Various Areas Within the CRA Boundaries

Tab 3

4. Award Park Avenue Landscape Design and Construction Contract to Chris Wayne and Associates, Inc. (CWA) **Tab 4**

G. DISCUSSION AND POSSIBLE ACTION:

5. Request Authority to Hire a Part-Time Project Manager to Perform Construction Management Duties for Road Resurfacing and Sidewalk Replacement **Tab 5**

H. BOARD MEMBER COMMENTS

I. ADJOURNMENT

TAB 1

Community Redevelopment Agency
Agenda Request Form

Meeting Date: December 19, 2007

Agenda Item No.

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Special Call CRA Meeting Minutes of November 28, 2007.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the CRA Special Call Meeting of November 28, 2007.

Approved by Executive Director W. Davis

Date: 12/9/07

Jessie Shepherd
Deputy Clerk

12/15/07
Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ N/A Funding Source: Acct. #	Attachments: Application, memo
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Clerk <u>YM</u> <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>x</u> _____: Please initial one.

Summary Explanation/Background:



Town of Lake Park
Special Call
Community Redevelopment Agency Meeting
Town Hall Commission Chambers
535 Park Avenue, Florida 33403
Wednesday, November 28, 2007 7:30 p.m.

The Community Redevelopment Agency met for the purpose of a Special Call CRA Meeting on Wednesday, November 28, 2007 at 7:30 p.m. Present were Chair Castro, Vice Chair Daly, Board Members Carey, Balias, Osterman, Suiter, Francois, Executive Director Maria Davis and Town Clerk Vivian Mendez.

Chair Castro led the Pledge of Allegiance.
Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None.

Motion: A motion was made by Board Member Balias to approve the agenda; Vice Chair Daly made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balias	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair Castro	X		
Board Member Francois	X		
Board Member Suiter	X		

Motion passed 7-0.

GENERAL APPROVAL OF ITEM

1. Special Call CRA Meeting Minutes of October 3, 2007

Motion: A motion was made by Chair Balias to approve the Special Call CRA Meeting Minutes of October 3, 2007; Board Member Francois made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balias	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair Castro	X		
Board Member Christiane Francois	X		
Board Member Michelle Suiter	X		

Motion passed 7-0.

2. Special Call CRA Meeting Minutes of October 17, 2007

Motion: A motion was made by Board Member Balias to approve the Special Call CRA Meeting Minutes of October 17, 2007; Board Member Francois made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balias	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair Castro	X		
Board Member Christiane Francois	X		
Board Member Michelle Suiter	X		

Motion passed 7-0.

3. Landscape Improvements for Park Avenue from 10th Street to the Clock Tower

Executive Director Maria Davis explained that at the last CRA Meeting the Board requested that staff go back and review the original drawings for landscape improvements to Park Avenue. The Town had a landscape design done in 2005. The plans were modified by Chris, Wayne & Associates. She introduced Chris Delego of Chris, Wayne, & Associates and stated that he would give a presentation on the modified landscape plans.

Mr. Delego explained the various issues with the plantings along Park Avenue. He stated that there were issues with soil because road rock was not removed when road improvements were done. He stated that numerous irrigation issues were observed including a broken irrigation line on the One Park Place property. He explained the proposed modifications and stated that they wanted to create uniformity in the landscaping. He discussed the different trees that were currently planted and which trees were in good condition and those that were not. He stated that they wanted to keep Oak Trees as the trees used for the outside edge of the landscape design. He explained that the Foxtail Palms had become root bound in the existing planters. He proposed changing the planters' size and changing the geometry of the planters into a rectangular shape. He also proposed bringing color into the landscape plan. He discussed the different plants they would use to accomplish this.

Vice Chair Daly asked if they would have issues with the soil in the future.

Mr. Delego stated that there would be soil issues in the future unless there was excavation of soil to 12 inch depth in all planters. He provided an estimate of \$54,538 (see Exhibit "A") to excavate and replace the soil.

Chair Castro asked Executive Director Maria Davis if Mr. Ahrens would fix the irrigation issues at the One Park Place property.

Executive Director Davis stated that she understood there was an agreement between the Town and Mr. Ahrens that would allow them to share the irrigation on the One Park Place property. She asked Mr. Delego to abandon the main line on the One Park Place property. She wanted the Town to be independent of the irrigation repairs on the One Park Place property.

Chair Castro stated that he was not aware of any agreement between the Town and Mr. Ahrens to share irrigation for the One Park Place property.

Executive Director Davis stated that she did not discuss the irrigation with Mr. Ahrens nor had she seen any documentation, but it was her understanding that when the irrigation was broken Mr. Ahrens said he would repair it and share the irrigation with the Town. She stated that she did not believe that it was good idea and directed Mr. Delego to abandon the line and bring it onto Town property.

Vice Chair Daly stated that he did not want the Town to make the same mistakes that they had made in the past with landscaping. He recommended that the Town do whatever needed to be done to make it right.

Mr. Delego stated that maintenance was the key to keeping the landscaping intact.

Board Member Balias stated that there was mostly shell rock underneath the roads and medians along Park Ave.

Chair Castro stated that soil that was approximately one foot in depth was placed over the shell rock.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Board Member Balius to approve the modified Landscape Improvement Plans for Park Avenue from 10th Street to the Clock Tower; Board Member Suiter made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair Castro	X		
Board Member Christiane Francois	X		
Board Member Michelle Suiter	X		

Motion passed 7-0.

Board Member Balius asked when the landscape improvements to Park Avenue would commence.

Executive Director Davis stated that she would be bringing an agenda item for approval to award the contract for landscape improvements to Park Ave on December 5, 2007.

Board Member Osterman thanked Mr. Delego and Chris, Wayne & Associates for doing a great job on the maintenance they have done so far for the Town.

Executive Director Davis stated that Chris, Wayne & Associates has been awarded multiple contracts with a number municipalities over the past year and she was very comfortable piggybacking their contract for the landscape improvements to Park Avenue.

CRA BOARD MEMBER COMMENTS

Chair Castro

None

Vice-Chair Daly

None

Board Member Balius

None

Board Member Carey

None

Board Member Osterman

None

Board Member Francois recommended that the Town place a utility box outside of Town Hall for residents to drop off their sanitation bill payments.

Board Member Suiter

None

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Carey and seconded by Vice-Chair Daly, and by unanimous vote, the meeting adjourned at 7:45 p.m.

Chair Castro

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez

(Town Seal)

Approved on this _____ day of _____, 2007

TAB 2

**Community Redevelopment Agency
Agenda Request Form**

Meeting Date: December 19, 2007

Agenda Item No.

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Special Call CRA Meeting Minutes of December 5, 2007.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the CRA Special Call Meeting of December 5, 2007.

Approved by Executive Director De. Davis

Date: _____

Jenifer Shepherd
Deputy Clerk

12/11/07
Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ N/A Funding Source: Acct. #	Attachments: Application, memo
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <u>DM</u> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. <div style="display: flex; justify-content: space-between;"> <div>Yes I have notified everyone _____</div> <div>or</div> <div>Not applicable in this case <u>x</u> _____</div> </div> <p style="font-size: small;">Please initial one.</p>	

Summary Explanation/Background:



Town of Lake Park
Special Call
Community Redevelopment Agency Meeting
Town Hall Commission Chambers
535 Park Avenue, Florida 33403
Wednesday, December 5, 2007 7:30 p.m.

The Community Redevelopment Agency met for the purpose of a Special Call CRA Meeting on Wednesday, December 5, 2007 at 7:30 p.m. Present were Chair Castro, Vice Chair Daly, Board Members Carey, Balius, Osterman, Suiter, Francois, Executive Director Maria Davis and Town Clerk Vivian Mendez.

Chair Castro led the Pledge of Allegiance.
Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None.

Motion: A motion was made by Board Member Balius to approve the agenda; Vice Chair Daly made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair Castro	X		
Board Member Francois	X		
Board Member Suiter	X		

Motion passed 7-0.

CONSENT AGENDA

Request to Expend Unrestricted Reserve Funds for the Repair/Replacement of Broken Sidewalks in Various Areas of the CRA and Utilize Palm Beach County School Board Contract to Effect Repairs in an Amount Not to Exceed \$100,000

Chair Castro passed the gavel and asked that the Consent Agenda item be removed from Consent Agenda. He asked for an explanation.

Executive Director Davis explained that she was requesting authorization to expend \$100,000 for a multi-year sidewalk replacement program for the broken sidewalks within the boundaries of the CRA District. She provided a list of sidewalks that needed replacement. It would be the first of a multi-year program

Chair Castro asked how the sidewalk program would impact the CRA budget. He stated that he was concerned that the Alleyway Improvement Project may not commence due to the budget.

Executive Director Davis stated that the Alleyway Improvement Project's estimated cost was over one million dollars. She would not recommend expending one million dollars out of the CRA budget to fund the Alleyway Project. She would break up the project into multi-year projects so as to not deplete the CRA funds. She stated that there was a lot of deferred maintenance within the CRA District that needed to be addressed.

Chair Castro stated that he felt that \$100,000 was a lot of money to expend for the repair of broken sidewalks when the Alleyway Improvements was a priority project. He asked if the sidewalk repairs would be funded by CRA Funds or the Town's General Fund.

Board Member Balius asked if the funds would come out of the Town's General Fund.

Chair Castro recommended budgeting all of the sidewalk repairs over time. He stated that the Town was also in need of asphalt resurfacing on its roadways. The Town had a resurfacing program in the past and funds from the state were available to do a small portion of the roadway repairs.

Executive Director Davis stated that she had observed that the Town did not have a systematic budgeting process for capital outlay programs. She stated that a CDGB Grant for the amount of \$300,000 would be submitted in January. The grant looked favorable for the Town and would solely be utilized for the Alleyway Improvement Project.

Vice-Chair Daly asked where the Town stood financially with repairs that fell outside of the CRA District.

Executive Director Davis stated that there very few dollars received for roads and streets from the state and local option gas tax. She stated that the Town had a significant Reserve Fund. The Town could utilize the Reserve Fund since there did not need to be a large amount of money in reserve. She stated that she was not optimistic that the Town would be able to budget a substantial amount of money yearly with incoming tax funds. The Town would be able to budget some money annually and get a program moving. She would be creating a plan for roadway and sidewalk repair.

Vice-Chair Daly asked if there was a priority list set up.

Executive Director Davis stated that to her knowledge there was not a priority list.

Chair Castro stated that there used to be priority lists for sidewalk and roadway repair.

Executive Director Davis stated that she had extensive discussions with the Public Works Director and he agreed that sidewalk and roadway repair was something that needed to be done in the future. She stated that Mr. Jerris could research the files to see if there were any plans that

she was not aware of. She stated that staff needed to analyze the entire Town and come up with a five year Comprehensive Plan.

Board Member Osterman stated that CRA Funds should be used for CRA improvements and outside projects should be funded by outside funds. All of the money that has been expended from the CRA were for business areas of the CRA. She stated that the CRA was made up of residential as well as business. She stated that there was no sidewalk on the east side corner of 9th St. and Ilex Dr. She asked if a sidewalk could be installed.

Executive Director Davis stated that she would look into the installation of a sidewalk for the east corner of 9th St. and Ilex Dr.

Commissioner Osterman asked if the requirement for sidewalk thickness was four inches or six inches.

Executive Director Davis stated that sidewalk included in a driveway had a six inch depth requirement. All other sidewalks required a four inch depth.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Chair Osterman to approve Request to Expend Unrestricted Reserve Funds for the Repair/Replacement of Broken Sidewalk in Various Areas of the CRA and Utilize Palm Beach County School Board Contract to Effect Repairs in an Amount Not to Exceed \$100,000; Board Member Balias made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balias	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair Castro	X		
Board Member Christiane Francois	X		
Board Member Michelle Suiter	X		

Motion passed 7-0.

CRA BOARD MEMBER COMMENTS

Chair Castro stated that this was the first year that he has seen Christmas decorations west of 7th St. He stated that the decorations looked nice.

Board Member Balius

None

Board Member Carey

None

Board Member Osterman

None

Vice-Chair Daly

None

Board Member Francois thanked the Palm Beach County Sheriff's Department for all they do for the Town of Lake Park.

Board Member Suiter thanked the Palm Beach County Sheriff's Department for all they do for the Town of Lake Park.

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Balius and seconded by Vice-Chair Daly, and by unanimous vote, the meeting adjourned at 7:48 p.m.

Chair Castro

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez

(Town Seal)

Approved on this _____ day of _____, 2007

TAB 3

**Lake Park Community Redevelopment Agency (CRA)
Agenda Request Form**

Meeting Date: December 19, 2007

Agenda Item No. _____

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: _____ | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Request to Expend Unrestricted Reserve Funds for the Resurfacing of Asphalt Roads throughout Various Areas within the CRA Boundaries and Utilize Palm Beach County No. 2007051 Contract to Perform the Road Resurfacing in an Amount Not to Exceed \$250,000

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director _____

Date: _____

Name/Title

Date of Actual Submittal

Originating Department: Executive Director	Costs: \$ 250,000 Funding Source: CRA Unrestricted Reserves Acct. #	Attachments: Palm Beach County Contract,
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	
Yes I have notified everyone _____ or Not applicable in this case _____		

		Please initial one.
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Summary Explanation/Background: Staff is in the process of preparing a listing of roads requiring resurfacing within the CRA to be utilized as a multi-year work plan. Staff is requesting authority to resurface various roads utilizing the Palm Beach County Asphalt Resurfacing Bid No. 2007051, which was awarded to Ranger Construction Industries, in an amount not to exceed \$250,000 for fiscal year 2007/08.

The first road to be resurfaced will be 10th Street from Northlake Drive to Park Ave. Additionally, the intersection at Park Avenue and 10th Street will be resurfaced.

R2006-2364

NOV 21 2006

PALM BEACH COUNTY, FLORIDA

PROJECT NAME: ANNUAL ASPHALT MILLING & RESURFACING CONTRACT

PROJECT NO.: 2007051

PRE-BID NOTICE

A Pre-Bid meeting will be held on Tuesday, August 1, 2006 at 9:00 A.M. at the Palm Beach County Engineering & Public Works Department, at Vista Center, 2300 N. Jog Road, 3rd Floor, Conference Room B, West Palm Beach, Florida. If there are any questions concerning this meeting, please contact the office of Engineering Services at 561/684-4070.

NOTICE TO CONTRACTORS

Sealed Bids will be received by the Board of County Commissioners, Palm Beach County, Florida, up to and opened at 2:00 P.M., local time, **Tuesday, August 22, 2006**, in the Office of Palm Beach County Engineering & Public Works Department, located at Vista Center, 2300 N. Jog Road, 3rd Floor, Conference Room B, West Palm Beach, Florida, 33411-2745, for furnishing all materials, labor, equipment and supplies necessary for the Construction of:

ANNUAL ASPHALT MILLING & RESURFACING CONTRACT PALM BEACH COUNTY PROJECTNO. 2007051

In order for PBC Engineering to better manage document content and disbursement, and for contractor qualification for the bid process, all interested Contractors must purchase plans and specifications from the Office of Palm Beach County Engineering & Public Works Department, located at Vista Center, 2300 N. Jog Road, 3rd Floor, West Palm Beach, Florida 33411-2745. All/any bids received from Contractors who have not purchased plans and specifications from the County shall not qualify and bids will be returned "unopened." All/any bids received must be accompanied by a copy of the firm's active license to conduct business in the State of Florida. A service charge of \$10.00 per set of plans and specifications is required. The service charge is non-refundable.

On October 1, 2002, the Board of County Commissioners adopted Ordinance No. 2002-064 (Small Business Enterprise Program) which provides for the establishment of Small Business Enterprise goals. The minimum SBE participation for all County solicitations, inclusive of all alternates and change orders is set at an annual goal of 15%. The goal is a minimum, and no rounding will be accepted

A Pre-Bid Meeting will be Tuesday, August 1, 2006, at 9:00 A.M., in the Palm Beach County Engineering Department, Vista Center, 2300 N. Jog Road, 3rd Floor, Conference Room B, West Palm Beach, Florida. If there are any questions concerning this bid, please contact the office of Engineering Services at 561/684-4070. If the Pre-Bid Meeting is Mandatory, bids will only be accepted from firms attending the Mandatory Pre-Bid Meeting. If less than three (3) firms attend the Mandatory Pre-Bid, the County reserves the right to waive this requirement.

The Contractor shall perform, with his own organization, not less than 50% of the total contract amount, less specialty work.

Bids requested shall be set forth in the Proposal and the Proposal Form attached to and forming a part of the Specifications.

Plans & Specifications will not be issued unless request is received at least 24 hours prior to Bid Opening.

The Board of County Commissioners reserves the right to reject any or all bids.

By order of: The Board of County Commissioners, Palm Beach County, Florida.

ATTEST:

SHARON R. BOCK, CLERK & COMPTROLLER
GEORGE T. WEBB, P.E., COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BY: TONY MASILOTTI, CHAIRMAN

PUBLISH: PALM BEACH POST TIMES

SUNDAY: July 23, 2006

SUNDAY: July 30, 2006

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- The Board of County Commissioners may return, for full credit, any item(s) received which fail to meet the County's performance standards.

3. FEDERAL AND STATE TAX

Palm Beach County is exempt from Federal and State Taxes for tangible personal property. Vendors or contractors doing business with Palm Beach County shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Vendor/Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

4. ACCEPTANCE / REJECTION OF BIDS

Palm Beach County reserves the right to accept or to reject any or all bids and make the award to that bidder which, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. Palm Beach County also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature, who has been suspended or debarred from doing business with the County, or who is not in a position to perform properly under this award. Palm Beach County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. Palm Beach County reserves the right to waive any irregularities and technicalities and may at its' discretion, request a re-bid. After the proposals are opened, they will be read aloud but until the final award of the Contract, the right will be reserved to reject any or all proposals and to waive technical errors.

Proposal Forms: In filling out proposal forms, bidders shall be governed by the following provisions:

1. Each proposal form shall specify a unit price written with ink in figures, for each of the separate items, as called for.
2. Any proposal which does not contain prices set opposite each of the items for which there is a blank space, or any proposal which shall in any manner fail to conform to the conditions of the published notice will be cause for rejection.
3. Proposals that contain any omission, erasure, alteration, addition or item not called for in the Engineer's estimate, or that show irregularities of any kind, will be considered as informal or irregular. This will be cause for the rejection of the bid.

5. SUBCONTRACTING

If a vendor subcontracts any portion of a contract for any reason, he must include, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information is to be submitted with bid proposal. Palm Beach County reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is

not in a position to perform properly under this award. Palm Beach County reserves the right to make determination as to the foregoing.

6. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers will be cause for disqualification of the bid. The determination as to whether any alternate product or service is or is not equal shall be made by Palm Beach County and such determination shall be final and binding upon all bidders.

Although the Board of County Commissioners provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Such award may not necessarily be given to the lowest bid offered.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore; deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item or items that do not meet established specifications upon delivery will not be accepted.

7. NON-COLLUSION

Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

8. CONFLICT OF INTEREST

The award is subject to the provisions of the applicable Federal laws, rules and regulations, the Florida Statutes and the County's ordinances and resolutions. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Palm Beach County.

Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

9. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

- A. Vendors doing business with the County are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Palm Beach County is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability and marital status.
- C. In compliance with Florida Public Entity Crime Statute (Section 287.132, 133), no award will be executed with any person or affiliate identified on the State of Florida Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 without receipt of the statement.
URL where this information may be obtained is:
[http://dms.myflorida.com/dms/state_purchasing/convicted_suspended discriminatory complaints vendor lists/convicted vendor list](http://dms.myflorida.com/dms/state_purchasing/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)
- D. In compliance with Palm Beach County Recycled Paper Product Procurement Ordinance, all bidders agree to the following as a precondition to contract award:

All reports submitted to the County by a contractor in fulfillment of contractual obligations shall use recycled paper when it is available at a reasonable price and of satisfactory quality to meet contractual performance standards. For purposes of this paragraph, the price of recycled paper shall be considered "reasonable" if its cost is no more than 10% higher than the lowest price offered for non-recycled paper.

Reports submitted to the County by contractors shall use both sides of paper sheets whenever practicable.

Contractors shall be responsible for maintaining records documenting usage of recycled paper for reports submitted to the County in fulfillment of contractual obligations. Contractors shall submit such records to the County, as required.

- E. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.
- F. The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.
- G. This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement release, bid document (original Terms and Conditions), and bid proposal. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida.
- H. If work associated with this contract is to be paid for with Federal funds, then all items of work will be under the Davis-Bacon Act. The wage schedule and Federal Specifications are included in the specifications as shown in the Index on Page II.

10. PRICES QUOTED

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening or other time stated in special conditions.

In the event of mathematical error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING.**

11. PAYMENT

Payment will be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in the Contract and/or Work Order. Invoices must bear the Work Order number.

12. POSTING OF AWARD RECOMMENDATIONS

Recommended awards will be publicly posted for review, at the Engineering Department prior to final approval, and will remain posted for a period of five (5) business days.

13. PROTEST PROCEDURE

Protest procedures are provided in section IV.D of the Palm Beach County Purchasing Ordinance.

Protests must be addressed to the Director of Purchasing, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Purchasing Department within five (5) business days of the initial award posting date. The protest is considered filed when it is received by the Purchasing Department.

Failure to file protest as outlined in the Palm Beach County Purchasing Ordinance shall constitute a waiver of proceedings under the referenced County Ordinance.

14. CERTIFICATIONS, LICENSES AND PERMITS

Vendor must include with his bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor shown on the bid proposal page.

It shall also be the responsibility of the vendor to submit, prior to commencement of work, a current Occupational License for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. **In lieu of a Palm Beach County Occupational License, non-residents regulated by the State of Florida Department of Professional Regulation may submit a copy of their State of Florida Department of Professional Regulation License and a current Occupational License issued by the County or City where their business is located.**

15. CODES AND REGULATIONS

The vendor must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal Safety regulations for grounding of electrical equipment and for lockout/tagout processes.

Bidder certifies that all material, equipment, processes, etc., contained in his bid meets all O.S.H.A., ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the material, equipment, processes, etc., into compliance shall be borne by the bidder.

16. COMPLIANCE WITH THE FLORIDA TOXIC SUBSTANCE STATUTE

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients which have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e., vapor pressure, flash point).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed in the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any generally applicable precautions for safe handling and use which are known.
- (j) Any generally applicable control measures which are known. (e.g., ventilation point source controls, etc.)
- (k) Emergency and First Aid procedures.
- (l) The date of MSDS preparation or the last change to it.
- (m) The name, address, and telephone number of the chemical manufacturer or importer.
- (n) Any recommended personal protective equipment (i.e. gloves, goggles, respirators, etc.)

REGULATED SUBSTANCE USE REQUIREMENTS

"Best Management Practices" for the Construction Industry

- A. The Contractor shall be responsible for assuring that each contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may post particular problems for the handling of any Regulated Substances. For instance, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.
- B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwater, or surface waters, or any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.
- C. Each contractor shall familiarize themselves with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.
- D. Upon completion of construction, all unused and waste Regulated Substance and containment systems shall be removed from the construction site by the responsible contractor and shall be disposed of in a proper manner as prescribed by law.

17. INDEMNIFICATION

Contractor agrees to protect, save, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from COUNTY by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Contractor's performance under this Agreement, Contractor's acts, omissions or operations hereunder, or the performance, non-performance or purported performances of the Contractor or any breach of the terms of this Agreement; provided, however, the Contractor shall not be responsible to COUNTY for damages resulting out of bodily injury or damages to property which Contractor can establish as being attributable to the sole negligence of COUNTY, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions, or claims brought because of any injuries or damage sustained by any person or property on account of the Contractor's operations in connection with the Contract; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the Contractor; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Contractor under his contract; as is considered necessary by the COUNTY, may be retained for the use of the COUNTY, or in case no money is due, his surety shall be held until such suits, actions, or claims for injuries or damages, as aforesaid, shall have been steered and suitable evidence to the effect furnished to the COUNTY.

18. AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

All bidders submitting a response to this Invitation for Bid agree that such response constitutes a bid to the Palm Beach County School Board and to all political entities of Palm Beach County, Florida, under the same conditions, for the same prices and the same effective period as this bid, should the bidder feel it is in their best interest to do so.

This agreement in no way restricts or interferes with the right of any political entity of Palm Beach County, Florida, to re-bid any or all items.

19. SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

20. INSPECTION OF FACILITIES

Contractors must visually inspect facilities at site where construction/removal services are required.

21. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified. The bidder is to submit the following information with their proposal:

- A. Experience record showing the bidder has a minimum of three (3) years experience in similar work.
- B. List a minimum of three (3) references complete with location, dates of contracts, and names, addresses and telephone numbers of owners.
- C. List of equipment and facilities available to do the work.

22. AWARD

As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) on an item-by-item basis, lot-by-lot basis, all-or-none or any combination thereof.

23. METHOD OF ORDERING (Work Orders)

The department(s) will order requirement(s) on an "as needed" basis. All terms and conditions of the bid are applicable. The individual orders will specify the work to be performed, its location, a not-to-exceed cost (based on the contract unit prices), and a schedule for performance. Each work order will be signed by the department head or his authorized designee.

Upon completion of the work order task, the contractor will submit an individual invoice, a copy of the original work order and the appropriate completed SBE-M/WBE participation forms referenced in Item 7 of the SBE-M/WBE Program section of this contract.

The Contractor will receive progress payments based on submitted invoices. The payment amount will be based on the work done and accepted. No retainage is withheld.

24. F.O.B. POINT

The F.O.B. point shall be at the work site. Exact delivery point will be indicated on the purchase order or price agreement release.

25. DELIVERY

Delivery to be as notified by Palm Beach County. The quantity to be delivered will depend upon the Board's need at the time of request.

26. SUSPENSION OF THE WORK

The County Engineer or his duly appointed representative shall have the authority to suspend the work on account of (a) Default of the contractor; (b) Unfavorable weather conditions; (c) Mechanical failure of loading, hauling or spreading equipment being used in the prosecution, both of work under this Contract and the work being done by the County forces adjunctive thereto; (d) or any other condition which, in the judgment of the County Engineer makes it impracticable to secure first-class results. The Contractor shall immediately respect the order of the County Engineer, or his duly appointed representative, to suspend operations wholly or on any particular phase of the work under this contract.

27. CANCELLATION OF CONTRACT

This Contract, of which these specifications form an inseparable part, may be canceled by the Board of County Commissioners for the following reasons: (a) Failure of the Contractor to supply equipment and personnel acceptable to the County Engineer promptly; (b) Failure on the part of the Contractor to observe the requirements of these specifications; (c) Failure on the part of the Contractor to promptly remove defective equipment or incompetent personnel as may be directed by the County Engineer and (d) without cause via sixty (60) day written notice.

28. PROSECUTION OF THE WORK

The Contractor will be required to maintain within Palm Beach County, at all times while this contract is in effect, the equipment necessary to properly carry out the provisions of these specifications. After receiving notice to commence with the work for a particular project the Contractor shall commence promptly within one hundred twenty (120) hours and shall efficiently prosecute the work with adequate personnel and equipment until completion, within 30 calendar days as designated by the County Engineer or his duly appointed representative. Failure to comply with either time requirement shall result in payment of Liquidated Damages at the cost of Five-Hundred (\$500.00) Dollars per working day.

29. CHARACTER OF WORKMEN AND EQUIPMENT

All equipment and workmen provided by the Contractor for work hereunder, shall be the best available for the kind of work being performed. Any person employed by the Contractor whom the County deem temporarily or permanently incompetent or unfit to perform the work, shall under written instruction of the Engineer be removed from the job; and such person shall not again be employed on the work. Failure by the Contractor to provide adequate may equipment may result in annulment of this contract as herein provided.

30. OPTIONAL TERMINATION

Owner may, at its option, terminate the Contract, in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Contractor, Owner shall pay Contractor in accordance with Subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:

1. Immediately discontinue work on the date and to the extent specified in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities, other than may be necessary or required for completion of such portion of work under the Contract that is not terminated;
3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
4. The Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner;

5. The Contractor shall include in all Subcontracts, equipment leases and purchase order, a provision requiring the subcontractor, equipment lessor or supplier, to consent to the assignment of their Subcontract to the Owner;
6. Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
7. Complete performance of any work which is not terminated.

Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):

1. All amounts due and not previously paid to Contractor for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
2. The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in Subparagraph A3 above.
3. The verifiable costs incurred pursuant to Subparagraph A5 above.
4. Any other reasonable costs which can be verified to be incidental to such termination of work.

The foregoing amounts will include a reasonable sum, under all the circumstances, as profit for all work satisfactorily performed by Contractor.

Contractor shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the contract price including all incurred costs described herein. Owner shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

31. AS SPECIFIED

At the option of Palm Beach County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

32. PUBLIC SAFETY AND CONVENIENCE

A. All work done under this contract shall be done in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and/or Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and Roadway Design Standards.

B. Vests shall be worn by personnel at all times. Type B or C arrow boards shall be used during the entire operation as per part VI of the MUTCD. Each operation shall be considered a work zone area and shall be treated in accordance with the MUTCD.

C. The Contractor shall have a Certified Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction. The Worksite Traffic Supervisor shall have at least one (1) year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program. An approved alternate Worksite Traffic Supervisor may be used when necessary. The Worksite Traffic Supervisor will be incidental to Maintenance of Traffic and will not be measured separately for payment.

1. The Worksite Traffic Supervisor shall be available on a twenty four (24) hour per day basis and shall review the project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a twenty-four (24) hour period.
2. The Worksite Traffic Supervisor shall be available on the site within forty five (45) minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
3. Failure of the Worksite Traffic Supervisor to comply with these provisions may be grounds for decertification or removal from the project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and such other activities deemed to be necessary for project maintenance and safety.

D. Any and all accidents involving the Contractor during a project shall be reported immediately. A copy of the accident report shall be forwarded to Palm Beach County's Traffic Division.

E. In the Contractor's use of streets and highways for the work to be done under these Specifications, he shall conform to all Municipal, County, State and Federal Laws and Regulations as applicable.

F. The Contractor shall at all times so conduct his work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of construction, and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property, in a manner satisfactory to the County Engineer or a designee.

G. No more than one-half ($\frac{1}{2}$) the road or street shall be closed and traffic shall be controlled, so as to provide minimum hindrance.

H. There shall be no obstruction of the travel lanes between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. without approval from the County Engineer or a designee.

I. No road or street shall be closed to the public, except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, public telephones and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

33. EXTENSION

This contract period is for 12 months. The contract period may be extended at the County's option for a defined period of time, not to exceed thirty-six months, total contract time, upon approval by the Board of County Commissioners. Option for extension will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any extension will be subject to appropriation of funds by the Board of County Commissioners.

For the purpose of re-bidding, this contract may be extended at the County's option for a defined period of time, not to exceed six (6) months, upon the approval of the Contract Review Committee. Option for extension will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.

34. DEBRIS

Vendor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

35. BARRICADES

The Contractor shall provide all barricades and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a workmanlike manner and contractor shall provide for removal of all debris from Palm Beach County property.

36. PROTECTION OF PROPERTY

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. Palm Beach County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents.

37. CONTRACTOR RESPONSIBILITY

The bidder shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, by rainstorm, wind damage, vandalism or other acts of God).

38. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage:

Workers' Compensation and Employers' Liability coverage to apply to all employees for Statutory Limits in compliance with applicable state and federal laws. Coverage must include Employers' Liability with a minimum limit of \$100,000 each accident.

General Liability Insurance

The Contractor shall be required to carry combined single limit insurance naming PALM BEACH COUNTY as an ADDITIONAL INSURED PARTY in the amounts specified on the attached certificate of insurance (CI-1) for bodily injury, including personal injury, and property damage in the amount of at least \$1,000,000 per occurrence. The Contractor shall also furnish the Engineer with evidence of Contractual Liability Coverage applicable to the indemnification/hold harmless provisions of Section 17 above and Article 712.1 below.

The Contractor shall either (1) require of his subcontractors to procure and to maintain, during the life of the subcontract, Subcontractor's Comprehensive General Liability, Automobile Liability and Property Damage Liability Insurance of the type and in the same amounts as specified in this subparagraph, or (2) insure the activity of his subcontractor in his own policy.

The Contract shall carry WORKMAN'S COMPENSATION INSURANCE, as required by Chapter 440, Florida Statutes.

Contractor's Motor Vehicle Liability

1. Project costs of less than \$500,000 shall have minimum limits of \$500,000 per Occurrence Combined Single Limit for Personal Injury, Bodily Injury, and Property Damage Liability.
2. Project costs of \$500,000 or more shall have minimum limits of \$1,000,000 per Occurrence Combined Single Limit for Personal Injury, Bodily Injury, and Property Damage Liability.
3. Coverage shall include owned, hired and non-owned vehicles.

In the event the insurance certificate provided hereunder indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the contractor shall furnish, at least 30 days prior to the expiration date thereof, a renewed certificate of insurance providing for equal and like coverage for the balance of the period of the contract and any extension thereunder. Failure to provide such certificate shall result in automatic stoppage of the work until suchtime as the renewal certificate is supplied.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured by Contractor in the types and amount(s) required hereunder, shall be transmitted to County prior to Contractor performing any operations under the terms of the contract.

Article 7-12.1 Delete this Article and substitute the following:

The Contractor shall indemnify, defend, and save harmless the State, the Department, Palm Beach County, and all its officers, agents, and employees for any damage including, but not limited to, bodily injury, personal injury, personal damage, per person from any and all suits, claims, damages, liability, losses, expenses or causes of action which may arise out of the operation of this Agreement. This indemnification shall include, but not be limited to, suits, actions, or claims brought because of any injuries or damages sustained by any person or property on account of the Contractor's operations in connection with this contract; or on account of or in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials in

constructing the work; or because of any act or omission by the Contractor; or because of any claims or amounts recovered for any infringement of patent, trademark, or copyright laws; or from any claims or amounts arising or recovered under the Florida Workmen's Compensation Law or any other law, Federal, State or Local. The Engineer may retain so much of the money due the Contractor under this section. In the event no money is due the Contractor, his surety shall be held until such suits, actions, or claims for injuries or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Engineer.

39. PUBLIC CONSTRUCTION BOND

The successful bidder shall furnish a surety bond in the amount of \$1,000,000.00 as security for faithful performance of order(s) awarded as a result of this bid and for the payment of all persons performing labor, and on their furnishing material in connection therewith. In the event that any order from this bid results in a total outstanding work order amount which exceeds the amount of the initial surety, the vendor agrees to provide additional surety in increments of \$50,000.00 in order to maintain the total surety amount in excess of total orders. Under no circumstances shall the successful bidder begin work until he/she has supplied Palm Beach County Public Construction Bond.

The bond(s) shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority issued by the United States Department of Treasury under s.s. U.S.C. 9304-9308. Such bonds shall be made on the forms hereto attached. The Contractor shall verify at the time of execution of the contract acceptability of the surety provided thereunder.

40. CHANGE ORDER APPROVALS

Change Orders shall be approved in accordance with existing County policy per Resolution #R89-633 dated April 4, 1989, and the current PPM #CW-F-050.

Palm Beach County reserves the right to increase or decrease any of the unit quantities as necessary to complete the work contracted. Such increases or decreases may be authorized by the County Engineer at the unit price(s) as bid.

Change Orders for items which are within the over-all scope of work, but are not indicated as individual line items on the Proposal Form, may be authorized by the Department on an individual basis up to \$100,000 and a cumulative total of up to \$100,000. Change orders in individual amounts exceeding \$100,000 but less than \$199,000 must be approved by the formal County Contract Review Committee to a cumulative amount of \$200,000.

41. MULTIPLE PROJECT AWARDS

The Board of County Commissioners (Board) reserves the right to make multiple awards for this contract. In the event the Board exercises this right, the lowest, responsive, responsible bidder will be designated Primary Contractor and the next lowest, responsive, responsible bidder will be designated Secondary Contractor.

42. PRIMARY AND SECONDARY CONTRACTS

The Primary contract will be awarded to the lowest, responsive, responsible bidder (Primary Contractor). The Secondary contract will be awarded to the second lowest, responsive, responsible bidder (Secondary Contractor). Work Orders issued under the Secondary contract will be issued when the Primary Contractor is unable to perform the obligations of this contract or when the County determines that the Primary Contractor is unable to handle additional workload due to outstanding County work orders.

MAINTENANCE OF TRAFFIC

TRAFFIC CONTROL:

Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain any necessary detour facilities. Provide necessary facilities for access to residences, businesses, etc., along the project. Furnish, install, and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic in construction areas. Furnish and apply calcium chloride on the subgrade, unsurfaced base, or other unsurfaced traveled ways in order to control dust during construction operations. Provide any other special requirements for safe and expeditious movement of traffic as may be specified on the plans. The term, Maintenance of Traffic (MOT), includes all of such facilities, devices, and operations required for the safety and convenience of the public as well as for minimizing public nuisance.

All existing signs are the property of Palm Beach County (PBC). The Contractor shall stockpile the above mentioned signs and contact Traffic Operations (sign supervisor) at 233-3900 for pick-up. Signs must be kept in good condition or be responsible for reimbursement to PBC Traffic Division.

This section shall be governed by the following standards:

1. Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction"
2. "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD)
3. Florida Department of Transportation "Roadway and Traffic Design Standards"
4. Florida Department of Transportation "Plans Preparation Manual"
5. "Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways"

In addition to the above specifications, the following shall also apply:

A) Signing:

1. All signing shall be fabricated with high intensity sheeting. It shall be installed and maintained in good condition at all times.
2. All Signs thirty-six (36) inches x thirty-six (36) inches or eight (8) sq. ft. or larger shall be mounted on two (2) posts unless used in conjunction with a temporary condition.
3. The first two advance warning signs shall have flashing amber Type "B" lighting and an eighteen (18) inches x eighteen (18) inches orange flag. If there is only one (1) advanced warning sign used, it shall have a light and flag as mentioned above.
4. The length of construction sign (G20-1) shall be erected at the limits of any road construction or maintenance job greater than two (2) miles in length where traffic is maintained throughout the job. Signs shall be stated to the nearest mile.

B) Temporary Pavement Markings:

1. All temporary pavement markings shall be done in a professional manner without weaves and/or bows. No over-painting shall be allowed.
2. Temporary R.P.M.'s shall be installed at an 1 inch offset to lane lines, skips, gore or crosshatched area within the work zone. The spacing shall be 40 feet on tangent section and 20 feet on transitions and curves (including edge lines). Damaged or missing R.P.M.'s shall be replaced on a daily basis. The R.P.M.'s shall have a maximum width of 5 inches and a maximum height of 0.75 inch. The minimum area of each reflective face shall be 3.50 square inches. R.P.M.'s shall be bonded to the pavement or concrete with epoxy or alkyd thermoplastic, no bituminous adhesive shall be used.
3. Temporary pavement markings shall be applied to the intermediate asphalt course, and shall consist of foil-backed tape, paper tape or paint meeting both State and County specifications.
4. Temporary pavement markings shall also be applied to the final asphalt course unless otherwise directed by the Palm Beach County Traffic Engineering Department. All final course pavement markings shall consist of foil-backed tape. The temporary pavement markings shall conform to the typical details shown on pages GP-23 thru GP-24.
5. All temporary tape skip-line pavement markings shall be at least four (4) feet in length with a maximum gap of thirty-six (36) feet. A two (2) foot stripe with a maximum gap of eighteen (18) feet may be used for roadways with severe curvature, or as directed by the Palm Beach County Traffic Engineering Department.
6. All painted lines shall conform to size and color requirements of the MUTCD, Part III. The thickness shall not be less than fifteen (15) mils with six (6) to six and one quarter (6¼) pounds of beads per gallon of paint. Both shall be applied uniformly. All painted lines shall be refurbished if at any time the reflectivity falls below 150 minicandelas. A normal width line is 6" paint or tape.
7. Black-out shall not be used to obliterate pavement markings. Existing pavement markings that conflict with temporary work zone delineation shall be removed by any method approved by the Engineer.
8. If a school zone exists, it must be maintained including crosswalks, school messages and signs.
9. It shall be the contractor's responsibility to adjust existing signing, add new signing, and remove or add pavement marking on approaches to the project.

C) Barricades, Lights and Cones:

1. All barricades shall utilize high intensity sheeting.
2. When cones are used they shall be a minimum thirty-six (36") inches high with a six (6) inch wide white band placed a minimum of three (3) inches but not more than four (4) inches from the top of the cone. An additional four (4) inch band should be placed a minimum of two (2) inches below the six (6) inch band.
3. Barricades and lights shall be maintained daily.
4. All Type III barricades shall have two (2) Type "A" flashing lights on each barricade. When extremely hazardous conditions exist, two (2) Type "B" flashing lights shall be used. Extremely hazardous conditions shall be determined by Palm Beach County Engineering Traffic Division.

D) Flag Person and Vests:

1. The flagmen shall be trained in the proper manner as set forth in the MUTCD and certified as per Section 102-3.2.4 FDOT Specifications for Road and Bridge Construction. Each flagger shall have a certification card on them when flagging. Certification cards shall have the flagger's name, date of certification and expiration date.
2. All construction personnel shall wear a high visibility orange vest when working within the right-of-way (Class 2 or 3 per MUTCD).

E) Flashing Arrow Boards:

1. Flashing arrow boards shall be used on any four (4) lanes or larger roadway where traffic is being channelized or diverted, or as directed by the Palm Beach County Traffic Engineering Department. Flashing arrow boards shall conform with Section 6F-56 MUTCD/Type "B" or "C" only. Solar arrow boards may be requested by the county at any time.

F) Traffic Signals:

1. A minimum of forty-eight (48) hours notice must be given to PBC Traffic Division (684-4030) prior to work requiring the realigning of traffic signals.
2. Palm Beach County will realign traffic signals at each location, a maximum of two (2) times for each direction (N/S & E/W). Further realignment will be charged to the contractor.
3. No material shall be disturbed within 6' of a traffic pole or within the specified distance of a guy wire and anchor to a depth greater than 2' unless approved by and coordinated with Palm Beach County Traffic Operations. Contact Traffic Operations at (561) 233-3900, 24 hours in advance of any excavation. Failure to comply with the above shall result in the prime contractor incurring all costs incurred as a result of damage to the traffic signal installation. These costs shall be paid 30 days from date of invoice or the following pay estimate will be withheld until payment is made or the cost may be deducted from the pay estimate.

4. Line locates will be given. However, a twenty-four hour notice must be given.
5. If new traffic poles are to be installed it shall be the contractors responsibility to provide final stabilized grade within 4"-6" along with right-of-way locations at the intersection.
6. The contractor shall have a 2 hour window for their change-over that is 1 hour before and one hour after the scheduled change-over time. After that the contractor shall be responsible for all cost incurred for the delay.

G) General:

1. Contractor shall keep sufficient cold patch asphalt on the job site to fill pot-holes and to perform other minor pavement maintenance as needed.
2. All highway equipment shall have a Slow Moving Vehicle sign with either a flasher or a beacon operating when the equipment is operating.
3. During peak hours 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M. left turn and through lanes shall not be blocked without permission from the Traffic Engineer.
4. Any manholes/valves in the travel way shall have 3' of asphalt out from the edge for every 1" inch height.

H) Pedestrians:

1. When pedestrian movement through or around a worksite is necessary, the contractor shall provide a separate, safe footpath without abrupt changes in grade or terrain.
 - If one or two pedestrian ways are provided (exist) prior to start of project only one has to be maintained.
 - If no pedestrian ways exist prior to the start of a project, one (1) pedestrian way shall be constructed within the initial thirty (30) calendar days of the project and shall be maintained for the duration of the project, if directed by the Project Engineer.
2. In places where pedestrians are judged especially vulnerable to impact by vehicles, all foot traffic should be separated and protected by longitudinal positive barrier systems.

Payment for "Maintenance of Traffic" shall be made on a "Lump Sum" basis, and shall include all the above requirements for pedestrian ways.

TEMPORARY TRAFFIC CONTROL PLANS (TTC)

The Temporary Traffic Control (TTC) Plan for traffic control around or through work sites should be developed with safety receiving a high priority. The TTC should include protection at work sites when work is in progress and when operations have been halted (such as during the night) or from the time work is completed until the final. Provisions for the protection of work crews, traffic control personnel, pedestrians, and motorists shall be included.

THE TEMPORARY TRAFFIC CONTROL PLAN SHALL INCLUDE THE FOLLOWING:

1. TTC Plan to be prepared and signed by the Work Site Traffic Supervisor as certified by the American Traffic Safety Services Association (ATSSA).
2. A copy of the signer's certification, contractor's name, and 24 hour phone number of the work site traffic supervisor.
3. The TTC Plan to include:
North arrow, drawn by, lane usage, type and location of all signs, lights, barricades, striping, barriers, traffic signals, all side-streets, change-overs, sidewalks, R.P.M.'s, pavement markings, school zones, and crosswalks.
4. Plans may be drawn to scale, however dimensions shall be shown.
5. Variable Message Sign (VMS) and the messages.
6. Location and geometry for transitions, detours, and diversions.
7. No change-overs are allowed on Friday, the day before a holiday or during A.M. or P.M. peak traffic, and are discouraged at signalized intersections.
8. All plans shall be submitted through the Construction Coordination Division.
9. The TTC Plan approval is as follows:
 - A. 1 to 7 days for most plans
 - B. 7 days when a signal or flasher is involved
 - C. 10 days for a traffic switch or for road closures

Time may vary based on the complexity of the TTC Plan. Consideration should be given to these time frames when scheduling the work.

PBC Traffic Engineering Division will handle all news releases, notifying police, fire, etc.

The TTC Plan is good for 60 days. If the TTC Plan has not been implemented by then, a new approval will be required.

TTC Plan must have dates and times of operation requested.

10. In no case may the contractor begin work until the TTC Plan has been approved in writing by the Palm Beach County Traffic Engineering Division. Field modifications may be made with the approval of a representative of the Palm Beach County Traffic Engineering or Construction Coordination Divisions. Failure to comply with the above may result in permanent reduction of the pay item of "Maintenance of Traffic" on a prorated basis or \$1,000.00 per day, whichever is higher.

Payment for "Temporary Traffic Control Plans" shall be made on a "Lump Sum" basis, and shall include all the above requirements.

SECTION 110 - CLEARING & GRUBBING

The following requirements are to be considered in the bid price for Clearing & Grubbing:

The Contractor is required to notify the Owner of any fences, irrigation systems, advertising signs, etc., that lie within the right-of-way, to remove them before construction. The Contractor shall replace fences, shrubbery, sod, etc., within the limits of construction outside the right-of-way to its original condition, unless otherwise directed by the Engineer, cost of which is incidental to construction.

Clearing & Grubbing shall include all brush and trees less than 4 inches in diameter as measured 4 feet above ground level.

Chemical Treatments

Chemical treatments may be used under the drip line of native trees to be preserved, in accordance with Environmental Resources Management (ERM) requirements. Chemicals shall be applied under supervision of a restricted use pesticide licensed individual and be applied in a manner that minimizes effects to non-target plants. The treatment must kill 90% of the plants within 2 months from initial application, with the exception of melaleuca trees.

Upland Areas - cut plant 2-3 inches above ground level. Within 5 minutes, treat cut surface and bark with 18% Garlon 4 in a basal oil solution. The basal oil solution is to be a non petroleum base product approved for basal application of Garlon 4. For melaleuca, apply Arsenal on the cambium of the cut stump surface at a 10% concentration with water and an approved dye colorant indicator.

Wetland Areas - in standing water or areas where periodic or prolonged inundation occurs, use 25% solution of Arsenal in water applied to the cambium layer of cut surface 1 foot above the annual high water line.

For foliar treatment of smaller plants, less than 3 feet tall, Round-Up may be used in upland areas and Rodeo must be used in wetland areas.

MAILBOXES

All work associated with the re-establishment and/or temporary relocation of mailboxes shall be done in accordance with Index No. 532 of the current FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS. Specific attention should be directed to coordination with the local Postmaster.

Payment for all work required to establish each mailbox in its temporary and/or final location, including any material required to construct the mailbox to current standards, shall be included in the cost of Clearing and Grubbing.

SECTION 120 - EXCAVATION AND EMBANKMENT

Article 120-1. Insert the following text at the end of this Article:

All work for excavation and embankment shall include labor, equipment, material and transportation and shall be included in the unit price per cubic yard for the items of excavation and embankment.

Article 120-2.2. Delete the first paragraph of this Article and substitute the following:

Regular Excavation shall include the roadway excavation as defined below.

Article 120-2.2.2. Borrow Excavation. Delete the Article and substitute the following:

120-2.2.2. Embankment - This item shall include suitable fill materials required, compacted in place, from approved borrow area. Payment shall be the plan quantity on a per cubic yard basis.

Article 120-2.3. Subsoil Excavation. Insert the following text at the end of this Article:

Subsoil Excavation Quantities are approximate. Actual amount will be determined in the field during construction.

Article 120-12.1.3. Borrow Excavation - Delete this Article in its entirety.

Article 120-13.2.3 Additional Depth of Subsoil Excavation. Delete this article in its entirety.

Article 120-13.4 Final Dressing - Delete the text of this article and substitute the following:

No separate payment will be made for final dressing as specified in Article 120-11 and shall be included in the contract unit price per square yard for sodding and seed and mulch.

Attention is called to the fact that some lands have been developed adjacent to the right-of-way lines since the construction plans were prepared. There shall be no revision to earthwork quantities. Payment is by the plan quantity unless the total plan quantity is affected by more than 10% due to these changes.

SECTION 162 - TOPSOIL

Article 162-6 Basis of Payment. Insert the following at the beginning of this Article:

Unless otherwise noted on the plans and/or specifications, the cost of topsoil or muck blanket, as described herein, shall be included in the cost of sodding and/or seeding and mulching. No separate payment will be made for the item of topsoil or muck blanket unless specifically indicated.

SECTION 200 - LIMEROCK BASE

Article 200-10 Calculations for Average Thickness of Base. Delete this article in its entirety.

Article 200-11. Delete the text of this Article and substitute the following:

The calculation for Limerock Base to be paid for under this Section shall be the area in square yards of Limerock Base, completed and accepted with the length to be used in the calculation being the actual length measured along the surface of the base and the width of the wearing surface as called for on the plans even though the base shall extend beyond the limits of the wearing surface, as specified on the Plans.

Article 200-12. Delete the text of this Article and substitute the following:

The quantity of Limerock Base, determined as provided above, shall be paid for at the contract unit price per square yard for Limerock Base, completed and accepted which price and payment shall be full compensation for furnishing, hauling and placing all materials, and for correcting all defective surface and deficient thickness.

Payment shall be made under:

Limerock Base - per square yard.

SECTION 250 - SHELL BASE

Delete the text of this Article and substitute the following:

BASE COURSE MATERIAL

SHELLROCK OR RECYCLED, CRUSHED CONCRETE

1. DESCRIPTION

The work specified in this Section consists of the construction of a base course composed of shellrock or recycled, crushed concrete. It shall be constructed on the prepared subgrade, in accordance with these specifications and in conformity with the lines, grades, notes and typical cross sections shown in the plans.

2. MATERIALS

Shellrock or recycled, crushed concrete material shall meet the following requirements:

Gradation - 100 percent (by weight) of the material shall pass a 3 inch sieve, with 40% to 70% passing the number 10 sieve. Not more than 20 percent, by dry weight, of the material shall pass the 200 sieve by washing. All crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.

Composition

A. The minimum percentage of carbonates of calcium and magnesium in the material shall be 40.

B. All foreign material such as metal fragments, organic matter, etc., shall be removed from the material before delivery to the job site.

3. COMPACTING AND FINISHING BASE

Density Requirements - As soon as proper conditions of moisture are attained, the material shall be compacted to a density of not less than 98 percent of maximum density as determined by AASHTO T 180.

Density Tests - At least three density determinations shall be made on each day's final compaction operations on each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Engineer.

Surface Testing - The finished surface of the base course shall be checked with a templet cut to the required crown and with a 15 foot straightedge laid parallel to the center line of the road. All irregularities greater than 1/4 inch shall be corrected by scarifying and removing or adding base course material as required, after which the entire area shall be recompacted.

4. PRIMING AND MAINTAINING

Priming - The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90 percent of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur.

Maintaining - The Contractor will be responsible for assuring that the true crown and templet are maintained with no rutting or other distortion, and that the base meets all the requirements, at the time the surface course is applied.

5. THICKNESS DETERMINATIONS

General - Thickness of the base shall be measured at various points on the cross section, through holes not less than three inches in diameter, with each hole representing a section not exceeding 200 feet in length.

Correction of Deficient Areas - Wherever the compacted base is deficient by more than 1/2 inch from the thickness called for in the plans, the Contractor shall correct such areas by scarifying and adding base course material. The base shall be scarified and base course material added for a distance of 100 feet from each edge of the deficient area. The effected area shall then be brought to the required state of compaction and to the required thickness and cross section.

Deficient Areas Left in Place - As an exception to the requirement for correcting areas of base which show a thickness deficiency exceeding the allowable ½ inch, if so approved in writing by the Engineer, any of such areas in which the extent of the excess deficiency might be considered as not sufficient to seriously impair the required strength of the base, may be left in place. No payment, however, will be made for areas left in place and not corrected.

6. METHOD OF MEASUREMENT

The calculation for Base Course Material to be paid for under this section shall be the area in square yards of Base Course Material, completed and accepted with the length to be used in the calculation being the actual length measured along the surface of the base and the width of the wearing surface as called for on the plans even though the base shall extend beyond the limits of the wearing surface, as specified on the Plans.

7. BASIS OF PAYMENT

The quantity of Base Course Material, determined as per Section 6, shall be paid for at the contract unit price per square yard for Base Course Material, completed and accepted which price and payment shall be full compensation for furnishing, hauling and placing all materials, and for correcting all defective surfaces and deficient thicknesses.

Payment shall be made under:

Base Course Material - per square yard.

SECTION 300 - PRIME AND TACK COATS FOR BASE COURSE

Article 300-9. Delete the text of this Article and substitute the following:

No separate payment will be made for prime coat and tack coat material but the cost of same, including heating, hauling and applying (including sand or screening covering where required), shall be included in the contract unit price per square yard for base or pavement courses.

SECTION 330 - HOT BITUMINOUS MIXTURES GENERAL CONSTRUCTION REQUIREMENTS

Article 330-15.2 Criteria for calculations - Delete the text of this article and substitute the following:

The calculation for asphaltic concrete pavement to be paid for under this section shall be the area in square yards completed and accepted with the length to be used in the calculation being the actual length measured along the surface and the width as shown on the plans. The thickness to be paid shall be as shown on the Typical Section in the Plans.

Areas of deficient - thickness pavement which are left in place with no compensation (as specified in 330-14.2), shall not be taken into account in the calculation.

Where areas of defective surface or deficient thickness are corrected by overlaying with additional material, the thickness used in the calculations shall be the thickness specified on the Typical Section for such areas.

SECTION 331 - TYPE S ASPHALT CONCRETE

Article 331-6.2 Area of pavement to be paid for - delete the text of this article and substitute the following:

When the pavement is to be paid for on an area basis, the area to be paid for shall be plan quantity subject to the provisions of 9-3.2, omitting any areas not allowed for payment under the provisions of 330-14.2.

The thickness to be paid for under this section is the thickness shown on the typical section in the plans.

SECTION 430 - PIPE CULVERTS AND STORM SEWERS

Article 430-1.1 General - Add the following at the end of this Article.

After the drainage lines are installed, the system shall be drained and visibly inspected for leaks and deficiencies, as directed by the Engineer.

LAYING REQUIREMENTS FOR CONCRETE PIPE WITH RUBBER GASKET JOINTS

Completely wrap the outside of each joint of concrete pipe with either a woven or non-woven filter fabric which provides an Apparent Opening Size (AOS) of a No. 70 to No. 100 sieve (150 to 212mm), a minimum of 24 inches (600mm) in width and a length sufficient to provide a minimum overlap of 24 inches (600mm). Secure filter fabric against the outside of the pipe by steel or plastic strapping or by other methods approved by the Engineer.

SECTION 570 - GRASSING (BY SEEDING)

Article 570-6.1 Method of Measurement - Delete the text of this Article and substitute the following:

The quantity to be paid for under this Section shall be the area in square yards of seeding and mulching which shall include the specified fertilizer, seeding, mulching and required water. The quantities to be paid for on a square yard basis shall be determined as specified in Article 9-1.3.

Article 570-7 Basis of Payment - Delete the text of this Article and substitute the following:

The quantity, determined as provided above, shall be paid for at the contract price per square yard for seeding and mulching. Such price and payment shall be full compensation for all work and materials (including seeding, mulching, fertilizer and water) specified in this Section.

SECTION 575 - SODDING

Article 575-4. Method of Measurement - Delete the text of this Article and substitute the following:

The quantity to be paid for under this Section shall be the area in square yards of sodding which shall include the specified sod types, fertilizer and required water. This area of sodding shall be determined as specified in Section 9-1.3.

Article 575-5. Basis of Payment. Delete the text of this Article and substitute the following:

The quantity, determined as provided above, shall be paid for at the contract price per square yard for sodding. Such price and payment shall be full compensation for all the work and materials (including topsoil, fertilizer and water) specified in this Section, including the excavation of the trench for the sod and the satisfactory disposal of excavation material.

The contract unit price for sodding shall include the costs of all work and materials specified in this Section.

Payment shall be made under:

Sodding - per square yard.

ROOT PRUNE & ROOT BARRIER (BIOBARRIERS)

DESCRIPTION:

Excavate a trench that is at least wide enough to completely cut all roots in the trench. Care should be taken not to dislodge roots on the tree side of the trench. The depth of the trench shall be no deeper than the width of biobarrier. The width of the biobarrier shall be as specified. Care shall be taken in the backfilling of the trench not to disturb the root barrier. No roots, stones, rocks or broken concrete shall be in the backfill material.

MATERIALS:

Typar Biobarrier Root Control System as manufactured by Reemay, Inc., 70 Old Hickory Boulevard, PO Box 511, Old Hickory, TN 37138, or approved equal to be used.

All safety precautions prescribed by the manufacturer shall be adhered to.

METHOD OF MEASUREMENT:

The quantity to be measured for this item will be the number of lineal feet of biobarrier installed.

BASIS OF PAYMENT:

The unit price bid per foot for this item shall include the cost of furnishing all labor, material and equipment to complete the work, including disposal of roots.

PALM BEACH COUNTY, FLORIDA

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

It is the intent of these specifications that the Florida Department of Transportation "Standard Specifications for Road & Bridge Construction" dated 1991 be used as the basis for the work, and that where such wording which refers to the State of Florida and its Department of Transportation and Personnel, that such wording is intended to be replaced with that wording which would provide proper terminology; thereby, making such Standard Specifications and General Provisions as though they were those Standard Specifications and General Provisions of Palm Beach County in conjunction with Palm Beach County's retained engineer(s).

In addition to these Standard Specifications and General Provisions, there will be those General Provisions included which would pertain to the pertinent items of construction.

PROJECT SPECIFICATIONS: BID #2007051
OVERVIEW

The purpose and intent of this bid is to establish an Annual Asphalt Milling and Resurfacing Contract to include maintenance of traffic, hauling and disposal. The estimated expenditure for Fiscal Year 2006/2007 under this contract is Seven Million Two Hundred and Five Thousand (\$7,205,000.00) Dollars.

The work included in these specifications consists of milling and disposal of existing asphalt pavement and maintenance of traffic pursuant to the terms, conditions, and Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 1991 Edition attached hereto and/or referenced herein. Following the milling process, all surfaces shall be cleaned and ready to receive the finish applications. All work shall be consistent with the Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 1991 Edition.

Work also included in these specifications consists of furnishing, hauling and placement of Type 3 Asphalt Base Course, Type S-I and Type S-III Asphaltic Concrete Surface Courses, and Types FC-2 and FC-5 Asphaltic Concrete Friction Courses, all according to the Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 1991 Edition; and all applicable FDOT standards.

PROJECT SPECIFICATIONS

DEFINITIONS:

WEST DISTRICT: All areas of Palm Beach County West of 20 Mile Bend (Belle Glade).

EAST DISTRICT: All areas of Palm Beach County East of 20 Mile Bend.

INSPECTIONS:

The Director of the Road & Bridge Division, from time to time, may appoint representatives to inspect equipment used under this contract, observe personnel employed, and the general performance of the Contract. The representatives will not be authorized to revoke, alter, enlarge or relax the conditions of these specifications, approve or accept any portion of the completed work, issue instructions contrary to authority, reject defective equipment, report on inept personnel, nor suspend any work.

MILLING:

Reference: "FLORIDA DEPARTMENT OF TRANSPORTATION - Standard Specifications for Road and Bridge Construction", 1991 Edition.

SECTION 327 - MILLING OF EXISTING ASPHALT PAVEMENT

327-1 Description.

The work specified in this Section consists of removing existing asphaltic concrete pavement by milling to improve the rideability of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement.

Unless otherwise specified, the milled material becomes the property of the Contractor.

327-2 Equipment.

The milling machine shall be capable of maintaining a depth of cut and cross slope that will achieve the results specified. The overall length of the machine (out to out measurement excluding the conveyor) shall be a minimum of 18 feet. The minimum cutting width shall be 6 feet.

The milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.

Any commercially manufactured milling machine meeting the above requirements will be approved to start the project. If it becomes evident after milling has started that the milling machine cannot consistently produce the specified results, the milling machine will be rejected for further use.

When milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment, the use of a smaller milling machine will be permitted. The milling machine shall be equipped with means to effectively limit the amount of dust escaping the removal operation.

For complete pavement removal, the use of alternate removal and crushing equipment, in lieu of the equipment specified above, may be approved by the Engineer.

327-3 Construction.

When milling to improve rideability, the existing pavement shall be removed to the average depth specified, in a manner that will restore the pavement surface to a uniform cross section and longitudinal profile. The Project Engineer may require the use of a stringline to ensure maintaining the proper alignment.

The longitudinal profile of the milled surface shall be established on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second sensing device near the outside edge of the cut or by automatic cross slope controls where the situation warrants such action.

The Contractor may elect to make multiple cuts to achieve the required pavement configuration or depth of cut.

The milling machine shall be operated to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

If traffic is to be maintained on the milled surface prior to the placement of the new asphaltic concrete, the pattern of striations shall be such as to produce an acceptable riding surface. The Project Engineer will control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface.

Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable, fine material which will dust under traffic. This operation shall be conducted in a manner so as to minimize the potential for creation of a traffic hazard and to minimize air pollution.

Sweeping of the milled surface with a power broom will be required prior to placing asphaltic concrete.

In urban and other sensitive areas where dust would cause a serious problem, the Contractor shall use a street sweeper (using water) or other equipment capable of removing and controlling dust. Approval of the use of such equipment is contingent upon its demonstrated ability to do the work.

To prevent, to the greatest extent practicable, the infiltration of milled material into the storm sewer system when the milling operation is within the limits of, and adjacent to a municipal curb and gutter or a closed drainage system, the sweeping operation shall be performed immediately after the milling operations or as directed by the Engineer.

This operation shall also include the thorough removal of all milled material from the gutter in such a manner as to protect the curb from damage and to prevent the material being swept into the inlet openings or inlet grates. The equipment and methods utilized to sweep the gutter shall be approved prior to beginning and may be changed or revised to achieve the desired results as directed by the Engineer.

327-4 Milled Surface.

The milled surface shall have a reasonably uniform texture and shall be within 1/4 inch of a true profile grade and shall have no deviation in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. The variation of the longitudinal joint between multiple cut areas shall not exceed 1/4 inch. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the Engineer determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the Engineer, shall be corrected by the Contractor at no additional compensation.

The Engineer may require re-milling of any area where a surface lamination causes a non-uniform texture to occur.

327-5 Method of Measurement.

The quantity to be paid for under this Section shall be the area over which milling is acceptably completed, calculated as follows:

Final Calculation: In measurement of items paid for on the basis of area of finished work, where the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station to station dimensions; the station to station dimensions actually constructed within the limits designated by the Engineer; or the final dimensions measured along the surface of the completed work within neat lines or designated by the Engineer. The method or combination of methods of measurement shall be those which will reflect with reasonable accuracy the actual surface area of the finished work as determined by the Engineer.

327-5.1 Portable Milling Machine - Method of Measurement.

The quantity to be paid for under the item, Portable Milling Machine, shall be those hours expended for actual milling and clean-up. All costs associated with set-up of the portable Milling Machine and disposal of milled materials shall be considered incidental to the item, Portable Milling Machine.

327-6 Basis of Payment.

The quantity, determined as provided in 327-5, shall be paid for at the contract unit price for Mill Existing Asphalt Pavement to the depths specified. The price and payment for Mill Existing Asphalt Pavement shall be full compensation for all work specified in this Section, including hauling off and stockpiling or otherwise disposing of the milled material and maintenance of traffic pursuant to Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 1991 Edition. Payment shall be made under the Bid Item, Mill Existing Asphalt Pavement - per square yard.

327-6.1 Portable Milling Machine - Basis of Payment.

The quantity, determined as provided in 327-5.1, shall be paid for at the contract unit price for the item, Portable Milling Machine.

The price and payment for Portable Milling Machine shall be full compensation for all work associated with execution of the work under this item as specified in this Section, including all labor, equipment, hauling and/or stockpiling or otherwise disposing of the milled material and maintenance of traffic in accordance with Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 1991 Edition and the provisions of these Contract Documents. Payment shall be made, on a per hour basis for actual milling and clean-up, under the item, Portable Milling Machine.

RESURFACING:

Reference: "FLORIDA DEPARTMENT OF TRANSPORTATION - Standard Specifications for Road and Bridge Construction", 1991 Edition.

General

The work specified in these specifications consists of furnishing, hauling and placement of Type S-I and Type S-III Asphaltic Concrete Surface Courses and Type FC-2 and Type FC-5 Asphaltic Concrete Friction Courses, all according to the Florida Department of Transportation - Standard Specifications for Road and Bridge Construction, 1991 Edition.

Type S-I and Type S-III Asphaltic Concrete Surface Courses and Type FC-2 and Type FC-5 Asphaltic Concrete Friction Courses shall be properly laid upon an existing prepared base, existing surface course or newly constructed single surface treatment, in accordance with the specifications and in conformity with the lines, grades, thickness and typical section or as shown on the plans as presented to the Contractor at such times as may be designated. This work shall include conditioning of the existing base or surface, such as leveling, blading the grass back from the existing pavement edges, sweeping, regrading shoulders, maintaining traffic and any other incidental construction, as directed by the County Engineer.

The locations of the construction projects on which material will be used will vary, and be at any point within the boundaries of Palm Beach County. The Contractor will not be expected to operate his equipment or personnel beyond the limits of Palm Beach County under the Contract.

The design mix formula and mix stability for the Type S-I and Type S-III Asphaltic Concrete Surface Courses and Type FC-2 Asphaltic Concrete Friction Course delivered under this Contract shall be the most recent Florida Department of Transportation design mix for the Contractor's Plant, and shall consist of aggregate from an FDOT approved source.

All bids for materials covered by the Proposal are to include required liquid bituminous materials and tack coats. No additional payment will be made for the liquid bituminous materials in the prime and tack coats. However, a price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the liquid bituminous materials used in the Asphaltic Concrete Mixes included in this proposal exceed 10% (of the current Florida Department of Transportation price index data for liquid bituminous materials).

The FDOT specified Asphalt Rubber Binder Material for Friction Courses is not required in the pay item for Asphaltic Concrete Friction Course (Type FC-2).

SECTION 331 - TYPE S ASPHALTIC CONCRETE.

Article 331-2.2.4 Use of reclaimed asphalt pavement. Delete the text of this article and substitute the following:

Reclaimed Asphalt Pavement may be used as a component material of the bituminous mixture subject to the following:

- A. The Contractor shall be responsible for the design of the asphalt mixes which incorporate, reclaimed asphalt pavement as a component part;
- B. Reclaimed asphalt pavement shall not exceed 60 percent by weight of total aggregates for asphalt base courses nor more than 30 percent by weight of total aggregates for structural and leveling courses. Reclaimed asphalt pavement shall not be used in friction courses.
- C. A 3½" grizzly shall be mounted over the reclaimed asphalt pavement cold bin. If oversize material shows up in the mix, the size of the openings shall be reduced.
- D. The reclaimed asphalt pavement material as stockpiled shall be reasonably uniform in characteristics and shall not contain aggregate particles which are soft or conglomerates of fines.
- E. All reclaimed asphalt pavement material shall be graded such that 100% of the material passes a ½ inch sieve.

Measurement of the Type S-I and Type S-III Asphaltic Concrete Surface Courses and Type FC-2 Asphaltic Concrete Friction Course will be the scale method on a tonnage basis as specified in the Florida Department of Transportation – Standard Specifications for Road and Bridge Construction, 1991 Edition. This pay tonnage basis of the mix shall include all materials in the mix including the bituminous material and other additives, including temporary striping (per attachments).

Such payment shall be full compensation for all temporary striping, equipment, vehicles, tools, labor, fuel, oil, greases, insurance, taxes, fees, plant, transportation, suspensions, delays and incidentals necessary to complete work described in or reasonably necessary to complete work set forth in this Contract.

Contractor shall supply the County Construction Coordinator, on the job-site, a pre-numbered trip ticket which will include the following information:

- A. Identification of the vehicle being loaded.
- B. License tag number.
- C. Weight of truck (empty).
- D. Weight of truck (loaded).
- E. Date and Time.
- F. The County Construction Project to which the material s be delivered.

Upon completion of the project, the Road & Bridge Division Accounting Section will confirm the quantities used on the job. The vendor will submit duplicate copies of the tickets with the invoice. The Road Superintendent will approve the invoice and it will be given back to Road & Bridge Accounting for processing.

All existing manholes which, because of the completed resurface project, are over 1/2" out of conformity with the finished roadway grade shall be adjusted to the proper grade as per Section 425 of Florida Department of Transportation – Standard Specifications for Road and Bridge Construction, 1991 Edition, and paid for as manhole adjustments of each. All other structures such as valve boxes, monument boxes and gratings, etc., shall be adjusted to the proper grade and paid for as adjusting miscellaneous structures each.

Prosecution of the Work

The Contractor may be required to set up operations and pave smaller projects which may be less than 200 tons and/or a series which in total may or may not be greater than 200 tons. Though each smaller project may be unrelated and a distance apart, they are whenever practicable, to be worked on a continuous basis and in compliance with the specifications.

TEMPORARY PAVEMENT MARKINGS:

- A. Temporary pavement markings shall be installed to replace existing pavement markings where a road has been overlaid as specified in General Conditions, Instructions And Information For Bidders, Section 102, Maintenance of Traffic, in these Contract Documents.
- B. Temporary pavement markings shall be installed in a neat, straight and professional manner, without weaves or bows.
- C. Temporary pavement markings shall be installed upon all asphalt, courses (intermediate and final) immediately after roll-out.

- D. Temporary markings on the intermediate courses shall be either paint, (per section 710 of the FDOT "Standard Specifications for Road and Bridge Construction") or construction tape (foil-backed or paper, per the FDOT "Manual on Traffic Control and Safe Practices", Specifications 3.2.0).
- E. All longitudinal lines shall be 6" in width, except drop lane lines and the outside (right) line of a dual left turn lane, which shall be 8" wide.
- F. Temporary pavement markings on the final course shall be foil-backed construction tape only, per the FDOT "Manual on Traffic Control and Safe Practices", Specifications 3.2.0.
- G. Arrows shall be installed in all turn lanes, no more than 100' apart, per the Palm Beach County Typicals for Pavement Markings, Signing and Geometrics, No. T-P-97-002.
- H. Refer to General Conditions, Instructions And Information For Bidders, Section 102, Maintenance of Traffic, in these Contract Documents for required dimensions of typical temporary pavement markings.
- I. Cost of temporary striping is to be included in cost per ton of asphalt. This cost shall include all labor and materials.

SMALL BUSINESS ENTERPRISE PROGRAM

Bid Requirements

Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods and services to the County. To that end, the Board of County Commissioners established Ordinance No. 2002-064, which sets forth the County's requirements for the SBE program, and are incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 - SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders as set forth in Paragraph 1.5 of the Bid Form. This goal is a minimum and no rounding will be accepted.

Item 3 - Ranking of Responsive Bidders

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement. When evaluating competitive bids/quotes of up to one million dollars (\$1,000,000) in which the apparent low bidder is determined to be non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement, or, in the event there are no bidders responsive to the SBE requirement, to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by 10 percent (10%).

In cases where the low bid exceeds one million dollars (\$1,000,000), the contract shall be awarded to the low bidder responsive to SBE requirements, or, in the event there are no bidders responsive to the SBE requirements, to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the low bid otherwise responsive to the bid requirements, by more than one hundred thousand dollars \$100,000 plus three percent (3%) of the total bid in excess of \$1,000,000.

This section applies only when price is the determining factor.

Item 4 - Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 - List of Proposed SBE and M/WBE Subcontractors

This list shall contain the names of all SBE and M/WBE subcontractors intended to be used in performance of the contract if awarded. The type of work to be performed by each subcontractor and the dollar value or percentage shall also be specified. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors. (This requirement is excluded from Job Order Contracting (JOC) contracts.)

Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

One Schedule 2 for each SBE and M/WBE Subcontractor listed on Schedule 1 shall be completed and executed by the proposed SBE and M/WBE Subcontractor. Additional copies may be made as needed.

Item 5 - SBE Certification

Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO SIXTY (60) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders contact the OSBA (561) 616-6840 to verify certification.

Item 6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

- 6.1 Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE.
- 6.2 The total dollar value of a contract with an eligible SBE may be counted toward the goal.
- 6.3 The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.

- 6.4 The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- 6.5 The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- 6.6 The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters the goods before resale).
- 6.7 The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers that are not manufacturers.
- 6.8 The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors, provided that the Prime identifies the SBE subcontractors as second and third tier subs in their bid/proposal submittal.

Item 7 - Responsibilities After Contract Award

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 & 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 4) and SBE-M/WBE Payment Certification Form (Schedule 5) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 - SBE Substitutions

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the OSBA.

END OF SMALL BUSINESS ENTERPRISE PROGRAM - Bid Requirements

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS

PROJECT NAME: Annual Asphalt Milling & Resurfacing Contract PROJECT NO. 2007051
 NAME OF PRIME BIDDER: RANGER CONSTRUCTION INDUSTRIES, INC.
 CONTACT PERSON: MIGUEL CORREA PHONE NO: (561) 793 9400 FAX NO: (561) 790 4332
 BID DATE: 08/22/06 DEPARTMENT: ENGINEERING

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories) Minority Business Small Business	Small	Black	Hispanic	Women	Other (Please Specify)
1. ALMAZAN BROTHERS (561) 793 1712	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 260,923 ⁼	\$ 260,923 ⁼	\$	\$
2. SOUTHERN TRANSPORT (561) 790 0406	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 484,572 ⁼	\$ 484,572 ⁼	\$	\$
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$
6.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$ 357 ⁼	\$	\$
(Please use additional sheets if necessary)	Total	\$	\$ 484,572 ⁼	\$ 260,923 ⁼	\$	\$

Total Bid Price \$ 7,454,950⁼ **Total Value of SBE Participation \$ 745,492⁼ (10%)**

- NOTE:**
1. The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR
 PROJECT NO. 2007051 PROJECT NAME: Annual Asphalt Milling & Resurfacing Contract

TO: RANGER CONSTRUCTION
 (Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n)- (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise ☒

Women _____ Hispanic ☒ Woman _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification 12-1990

The undersigned is prepared to perform the following described work in connection with the above project
 (Specify in detail particular work items or parts thereof to be performed):

Line Item/Lot No.	Item Description	Qty/Units	Unit Price	Total Price
	<u>AGGREGATE HAULING</u>		<u>48.00 per hr</u>	

at the following price: \$ 260,923

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-contract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated. \$ 0

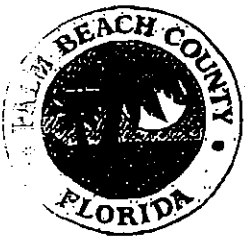
The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders.

Almaraz Brothers, Inc
 (Print name of M/WBE Subcontractor)

By: Jesús Almaraz
 (Signature)

Jesús Almaraz
 Print name/title of person executing on behalf of
 SBE-M/WBE Subcontractor

Date: 8/22/2006



Office of

Small Business Assistance

301 Military Trail, Suite 209

West Palm Beach, FL 33415

(561) 616-6840

Fax: (561) 616-6850

www.pbcgov.com

Palm Beach County
Board of County
Commissioners

William T. Marcus, Chair

John Masilotti, Vice Chairman

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

Addie L. Greene

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

November 17, 2003

Certification Date: 1/17/2003 - 10/31/2006

SERVICES: Trucking/Heavy Hauling
Clearing and Grubbing
Excavation and/or Grading
Construction Site/Building Cleaning

Almazan Brothers, Inc.
357 Kelly Drive
West Palm Beach, FL 33411

Attn: Rey Almazan

The Palm Beach County Office of Small Business Assistance has completed its review of the documents you submitted for renewal of your firm's certification and is pleased to announce that your firm has been certified as a Small/Minority Business Enterprise (S/MBE) for three (3) years.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840.

Your company's certification is subject to periodic review to verify your continued eligibility. You are required to notify us if at any time the minority status of your firm changes. Failure to report changes in the status of your firm may result in your firm being decertified.

Sincerely,

Vicki Hobbs

Vicki Hobbs
Certification Technician

ATTN: Andrew

SCHED-2

PALM BEACH COUNTY LOCAL PREFERENCE ORDINANCE

In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to bidders having a permanent place of business in Palm Beach County. Local preference means that if the lowest responsive, responsible bidder is a regional or non-local business, then all bids received from responsive, responsible local bidders are decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference. To receive a local preference, a bidder must have a permanent place of business in existence prior to the County's issuance of this Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County; or the bidder has a permanent office or other site in Palm Beach County where the bidder will produce a substantial portion of the goods or services to be purchased. The bidder must submit the attached "Certification of Business Location" at the time of bid submission. Failure to submit this information will cause the bidder to not receive a local preference. Palm Beach County may require a bidder to provide additional information for clarification purposes at any time prior to the award of the contract.

Certification of Business Location

In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to those bidders/proposers having a permanent place of business in Palm Beach County ("County"). To receive a local preference, an interested bidder/proposer must have a permanent place of business in existence prior to the County's issuance of an invitation for bid. The bidder/proposer must submit this Certification of Business Location at the time of bid or proposal submission. This Certification of Business Location is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference.

Bidder/Proposer is a:

 Non-Local Business

A non-local business is one that does not have a permanent place of business in Palm Beach, Martin, Broward, or Miami-Dade County.

 Regional Business

A regional business is one that has a permanent place of business in Martin, Broward, or Miami Dade County.

(Please indicate):

 Martin County

 Broward County

 Miami, Dade County

 X Local Business

A local business has a permanent place of business in Palm Beach County**

(Please indicate):

 X Headquarters located in Palm Beach County

 Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services to be purchased

**A post office box or location at a postal service center is not acceptable.

THIS CERTIFICATION is submitted by MIGUEL G. CORREA

(Name of individual)

 VICE PRESIDENT

(Title/Position)

of RANGER CONSTRUCTION INDUSTRIES, INC

(Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct, and that the bidder/proposer has a permanent place of business in Palm Beach County. Further it is hereby acknowledged that any misrepresentation by the bidder/proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder/proposer.

 Miguel G. Correa
Signature

 8/22/06
Date

PALM BEACH COUNTY LIVING WAGE ORDINANCE

(PBC Ordinance No. 2003-004, as amended by PBC Ordinance No. 2004-002)
(a.k.a., Palm Beach County Living Wage Ordinance, hereinafter Ordinance)

IMPLEMENTATION:

This information shall serve to notify the Contractor of the Ordinance's implementation requirements as referenced in Section 4 of the Ordinance, as stated below and on the LW pages of this specification. A copy of the Ordinance is available for pickup at the Engineering & Public Works Department.

The costs for implementing these requirements shall be incidental to the cost of the project.

Procurement Specifications:

The Ordinance states that the living wage requirement shall be included in the procurement specifications for all county construction contracts that have a total contract value exceeding \$100,000, and that is not subject to the Davis-Bacon Act or any related act or acts, as amended, that require the payment of Davis-Bacon Act wage rates.

The Ordinance also requires that the prospective non-county employer agree to produce, upon the request of the Engineering Services Division, or as otherwise provided by the County Administrator through countywide policy, all documents and payroll records required under this Ordinance.

Maintenance of payroll records:

Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of three (3) years. The records shall contain:

- (1) Each employee's name and address;
- (2) Each employee's job title and classification;
- (3) The number of hours worked each day by each employee;
- (4) The gross wages and deductions made for each employee; and
- (5) Annual wages paid to each employee.

Reporting payroll:

Every six (6) months the non-county employer shall certify and file with the Engineering Services Division if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period.

LIVING WAGE CERTIFICATION

Project: ANNUAL ASPHALT MILLING & RESURFACING CONTRACT, PROJECT NO. 2007051

Contractor Name: RANGER CONSTRUCTION INDUSTRIES, INC

Contact Person: MIGUEL E. CORREA

Contractor Address: 101 SANSBURY'S WAY

WEST PALM BEACH, FL 33411

Contractor Phone: (561) 793 9400

Amount of Contract: \$ 7,454,950⁺

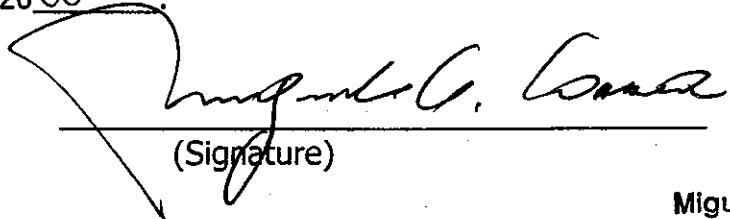
Please include the following with the bid submission:

1. Brief description of the service provided under the construction contract.
2. A statement of wage levels for prospective non-county employees.
3. A commitment to pay each non-county employee a living wage (\$10.39 per hour).
4. All non-county employers shall post a copy of the following statement (LW-3) at the work site in a prominent place where it can easily be seen by the employees.

The undersigned hereby certifies that the above and attached information is true and correct.

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal

this 22 day of AUGUST, 2006


(Signature)

(Corporate Seal)

Miguel G. Correa
Vice President

Miguel G. Correa
Vice President

(Print name and title)

This notice is provided pursuant to the Palm Beach County Living Wage Ordinance, Section 3 (E), (as amended through January 2004), and reflects the adjusted living wage effective **October 1, 2006 through September 30, 2007.**

NOTICE TO EMPLOYEES

If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least \$10.39 per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

NOTIFICACION A PATRONES

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patron que le pague a usted por lo menos \$10.39 por hora. Si a usted no se le paga esta cantidad por hora, pongase en contacto con su supervisor o el Condado de Palm Beach.

AVI POU ENPLWAYE-YO

Si ke ou enplwaye pou bay kek sevis pou Komin-n Palm Beach-la. Dapre la Lwa, Bos travay-la sipoze peye-w o mwen \$10.39 pa le. Si yo pa peye-w vale sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.

**CERTIFICATION OF COMPLIANCE
WITH
THE LIVING WAGE ORDINANCE**

Project: Annual Asphalt Milling & Resurfacing Contract **Project No.:** 2007051

The Ordinance states: *"Every six (6) months the non-county employer shall certify and file with the Engineering Department if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period."*

The County now further requires that the Contractor submit this certification statement with each pay application, including the final, on company letterhead.

The undersigned authorized person hereby certifies that the above requirements are adhered to and that payroll records are being maintained in accordance with the requirements of LW-1 "Maintenance of Payroll Records".

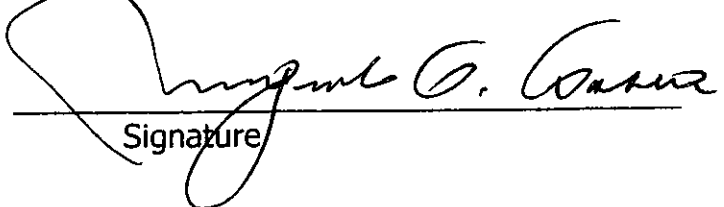
Date: AUGUST 22 / 2006

RANGER CONSTRUCTION INDUSTRIES, INC

Company Name (Print)

Authorized Officer: MIGUEL CORREA / VICEPRESIDENT

Name/ Title (Print)


Signature

PROPOSAL FORM

RANGER CONSTRUCTION INDUSTRIES, INC.
(COMPANY NAME)

101 SANSBURY'S WAY

WEST PALM BEACH, FL
(COMPANY ADDRESS)

33411
ZIP CODE

561/793-9400
PHONE NUMBER

561/790-4332
FACSIMILE NUMBER

59-2098662
Federal Tax ID#

DATE SUBMITTED: AUGUST 22, 2006

FOR THE CONSTRUCTION OF: ANNUAL ASPHALT MILLING & RESURFACING CONTRACT
PALM BEACH COUNTY PROJECT NO. 2007051

TO: THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal as principals, and that this proposal is made without collusion with any person, firm, or corporation, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish and pay for all necessary labor, equipment, materials and services, fully understanding that the quantities shown herein are approximate only and that we will fully complete all necessary work in accordance with the Contract Documents and the requirements under them of the Engineer, within the time limit specified in this proposal for the following unit prices, to wit:

PROJECT NAME: ANNUAL ASPHALT MILLING AND RESURFACING CONTRACT
PROJECT NUMBER: 2007051
BID PROPOSAL

	ITEM	QTY	UNITS	UNIT PRICE	TOTAL
	EAST DISTRICT:	*****	*****	*****	*****
1	MILL EXIST. ASPH. PAVEMENT (1")	200,000	SY	\$1.05	\$210,000.00
2	MILL EXIST. ASPH. PAVEMENT (1½")	50,000	SY	\$1.10	\$55,000.00
3	ABC (<50 TON ORDERS)	100	TN	\$73.00	\$7,300.00
4	ABC (50-99 TON ORDERS)	200	TN	\$68.00	\$13,600.00
5	ABC (>99-200 TON ORDERS)	400	TN	\$58.00	\$23,200.00
6	ABC (>200 TON ORDERS)	1,000	TN	\$58.00	\$58,000.00
7	ACSC TYPE S-I (<50 TON ORDERS)	100	TN	\$73.00	\$7,300.00
8	ACSC TYPE S-I (50-99 TON ORDERS)	200	TN	\$68.00	\$13,600.00
9	ACSC TYPE S-I (>99-200 TON ORDERS)	400	TN	\$58.00	\$23,200.00
10	ACSC TYPE S-I (>200 TON ORDERS)	1,000	TN	\$58.00	\$58,000.00
11	ACSC TYPE S-III (<50 TON ORDERS)	100	TN	\$73.00	\$7,300.00
12	ACSC TYPE S-III (50-99 TON ORDERS)	200	TN	\$68.00	\$13,600.00
13	ACSC TYPE S-III (>99-200 TON ORDERS)	1,000	TN	\$58.00	\$58,000.00
14	ACSC TYPE S-III (>200-800 TON ORDERS)	2,000	TN	\$75.00	\$150,000.00
15	ACSC TYPE S-III (>800 TON ORDERS)	40,000	TN	\$76.00	\$3,040,000.00
	WEST DISTRICT:	*****	*****	*****	*****
16	MILL EXIST. ASPHALT PAVEMENT (1½")	15,000	SY	\$1.00	\$15,000.00
17	ABC (<50 TON ORDERS)	100	TN	\$73.00	\$7,300.00
18	ABC (50-99 TON ORDERS)	200	TN	\$68.00	\$13,600.00
19	ABC (>99-200 TON ORDERS)	400	TN	\$58.00	\$23,200.00
20	ABC (>200 TON ORDERS)	1,000	TN	\$58.00	\$58,000.00
21	ACSC TYPE S-I (<50 TON ORDERS)	100	TN	\$73.00	\$7,300.00
22	ACSC TYPE S-I (50-99 TON ORDERS)	200	TN	\$68.00	\$13,600.00
23	ACSC TYPE S-I (>99-200 TON ORDERS)	400	TN	\$58.00	\$23,200.00
24	ACSC TYPE S-I (>200 TON ORDERS)	1,000	TN	\$58.00	\$58,000.00
25	ACSC TYPE S-III (<50 TON ORDERS)	100	TN	\$73.00	\$7,300.00
26	ACSC TYPE S-III (50-99 TON ORDERS)	200	TN	\$68.00	\$13,600.00
27	ACSC TYPE S-III (>99-200 TON ORDERS)	1,000	TN	\$58.00	\$58,000.00
28	ACSC TYPE S-III (>200-800 TON ORDERS)	2,000	TN	\$74.00	\$148,000.00
29	ACSC TYPE S-III (>800 TON ORDERS)	40,000	TN	\$73.00	\$2,920,000.00
	EAST AND WEST DISTRICTS:	*****	*****	*****	*****
30	PORTABLE MILLING MACHINE	100	HR	\$270.00	\$27,000.00
31	MILL EXIST. ASPH. PAVEMENT (<5,000 SY)	3	DAY	\$6,500.00	\$19,500.00
32	BROOM TRACTOR	3	DAY	\$650.00	\$1,950.00
33	PAVEMENT WATERPROOFING FABRIC	10,000	SY	\$1.10	\$11,000.00
34	ACSC TYPE S-III (VIRGIN)	1,000	TN	\$70.00	\$70,000.00
35	ASPH. CONC. FRICTION COURSE (TYPE FC-2)	500	TN	\$70.00	\$35,000.00
36	ASPH. CONC. FRICTION COURSE (TYPE FC-5)	1,000	TN	\$75.00	\$75,000.00
37	MANHOLE ADJUSTMENT	300	EA	\$200.00	\$60,000.00
38	FURNISH & INSTALL INFLOW RECEPTORS	150	EA	\$105.00	\$15,750.00
39	ADJUST VALVE BOXES & MISC. STRUCTURES	150	EA	\$45.00	\$6,750.00
40	BOX OUT SHOULDER (AS PER DETAIL)	100	HR	\$72.00	\$7,200.00
41	REMOVE & RE-INSTALL WHEEL STOPS	500	EA	\$42.00	\$21,000.00
42	BITUMINOUS MATERIAL (PRIME COAT)	100	GAL	\$6.00	\$600.00
	TOTAL:	*****	*****	*****	\$7,454,950.00

NOTES:

1. All costs for Maintenance of Traffic (MOT) shall be considered incidental to, and shall be

included in, unit prices for the pay items.

2. Items 1, 2 and 16, MILL EXIST. ASPH. PAVEMENT (1") and (1 1/2"), per square yard, are based on a 1" or 1 1/2" depth of milling. In the event that other milling depths are required, the contract price for Mill Exist. Asph. Pavement will be adjusted in (1/2") increments.
3. Item 30, PORTABLE MILLING MACHINE, per hour, includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual hours for milling and clean-up. Disposal of milled material shall be considered incidental to per hour rate for Portable Milling Machine.
4. Item 32, BROOM TRACTOR, per day, is for use of a broom tractor, as required, independently of milling operations and shall include all costs for equipment, operator and transportation of equipment to and from the work site. Required use of a broom tractor for milling clean-up and preparation is incidental to the cost for milling.
5. Item 33, PAVEMENT WATERPROOFING FABRIC, per square yard, includes fabric and installation and shall conform to Section 518 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 1991 Edition; except that the asphalt binder material shall be included in the square yard price for Pavement Waterproofing Fabric, at a target rate of 0.36 gallons per square yard with a tolerance of plus or minus 0.03 gallons per square yard.
6. Item 37, MANHOLE ADJUSTMENT, each, may be accomplished using precast rings or other methods acceptable to the County.
7. Item 41, REMOVE AND RE-INSTALL WHEEL STOPS, each, includes all labor, equipment and materials required for removal of wheel stops and re-bar or other methods of attachment, stockpiling and protecting wheels stops and accessories and re-installation of wheel stops by an acceptable attachment method. Furnishing and installing replacement wheel stops and/or attachment devices which have been damaged during removal or storage shall be incidental to the pay item.

ANNUAL ASPHALT MILLING & RESURFACING CONTRACT
BID NO. 2007051

TOTAL AMOUNT OF BASE BID:

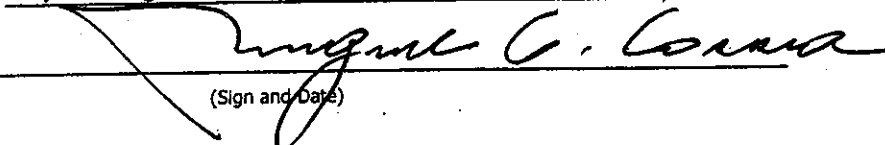
\$ 7,454,950⁼
(In Figures)

NOTES:

1. This contract shall be awarded for twelve months and shall commence with the date when the contract is executed by the Board of County Commissioners.
2. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID)**

NAME OF FIRM: RANGER CONSTRUCTION INDUSTRIES, INC

* SIGNATURE: 
(Sign and Date)

MIGUEL G. CORREA
(Print Signatory's Name)

ADDRESS: 101 SANSBURY'S WAY

CITY, STATE AND ZIP: WEST PALM BEACH, FL 33411

TELEPHONE: (561) 793 9400

STATE LICENSE # C6C 019416

COUNTY LICENSE # U- 17974

CITY LICENSE # _____

LICENSE TYPE: COMMERCIAL PAVING

RELATED WORK EXPERIENCE

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified. The bidder is to submit the following information with their proposal:

- A. Experience record showing the bidder has a minimum of three (3) years experience in similar work.
- B. List a minimum of three (3) references complete with location, dates of contracts, and names, addresses and telephone numbers of owners.
- C. List of equipment and facilities available to do the work.

Failure to submit the above requested information may be cause for rejection of your bid.

SUBCONTRACTOR LIST

If a vendor subcontracts any portion of a contract for any reason, he must include, in writing, the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. This information is to be submitted with bid proposal.



101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

RELATED WORK EXPERIENCE

- A. Ranger Construction Industries, Inc. has been prequalified with the Department of Transportation in the specialty of flexible paving (Hot Mix Asphalt) for the past 24 years. Copies of State and County Licenses are attached. Ranger last provided the services under this contract during calendar years 1996 through 2005.
- B. References:
- Palm Beach County Road & Bridges Department
3700 Belvedere Road
West Palm Beach, FL 33401
Mr. Carl Miller (561) 233-3961
2002-03 Annual Asphalt Resurfacing Contract
2003-04 Annual Asphalt Resurfacing Contract
2004-05 Annual Asphalt Resurfacing Contract
2005-06 Annual Asphalt Resurfacing Contract
 - Florida Department of Transportation
7900 Forest Hill Blvd.
West Palm Beach, FL 33413
Ricardo Estrippeaut (561) 434-3900
2002-03 S.R. 5 Dixie Highway
2001-04 WPM Maintenance Push-Button Contract
 - Northern Palm Beach County Improvement District
357 Hiatt Drive
Palm Beach Gardens, FL 33418
Mr. Bob Paddy (561) 624-7830
- C. Equipment – Ranger Construction owns all equipment necessary to manufacture, haul, and place all materials and provides all services required under this contract.

SUBCONTRACTORS

1. ALMAZAN BROTHER
2. SOUTHERN TRANSPORT
3. _____

IMPORTANT!

THIS IS YOUR CERTIFICATE OF COMPETENCY
PALM BEACH COUNTY, FLORIDA

PALM BEACH COUNTY CONTRACTORS CERTIFICATE OF COMPETENCY

EXPIRES SEPTEMBER 30, 20: 07

AUDIT
CONTROL
NUMBER: A-0558977

CERTIFICATE NUMBER
U-17974

NAME: JAMES M. SLADE
FIRM: RANGER CONSTRUCTION INDUSTRIES
INC.

101 SANSEBURY WAY

WEST PALM BEACH, FL

1) PLEASE CHECK ALL INFORMATION TO
INSURE THAT IT IS CORRECT

FEE: 180.00

CERTIFIED
CONTRACTOR PAVING, COMMERCIAL

ID #0048023
09/15/05

SMM

SIGNATURE:

ATTEST:

CONSTRUCTION INDUSTRY LICENSING BOARD
OF PALM BEACH COUNTY

2) CERTIFICATE MUST BE SIGNED

3) FOLD THE CARD WHERE INDICATED
FOR EASE IN CARRYING



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

RANGER CONSTRUCTION INDUSTRIES INC
101 SANSBURY'S WAY
P O BOX 15065
WEST PALM BEACH FL 33416



STATE OF FLORIDA AC# 2025588
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

QB0000021 06/09/05 040971522

QUALIFIED BUSINESS ORGANIZATION
RANGER CONSTRUCTION INDUSTRIES

(NOT A LICENSE TO PERFORM WORK.
ALLOWS COMPANY TO DO BUSINESS IF
IT HAS A LICENSED QUALIFIER.)

IS QUALIFIED under the provisions of Ch. 489 F
Expiration date: AUG 31, 2007 L05060903314

DETACH HERE

C# 2025588

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L05060903314

DATE	BATCH NUMBER	LICENSE NBR
06/09/2005	040971522	QB0000021

The BUSINESS ORGANIZATION

Named below IS QUALIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2007

(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

RANGER CONSTRUCTION INDUSTRIES INC

101 SANSBURY'S WAY

P O BOX 15065

WEST PALM BEACH

FL 33416

JEB BUSH

DIANE CARR
SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

CORREA, MIGUEL GUILLERMO
RANGER CONSTRUCTION INDUSTRIES INC
P O BOX 15065
WEST PALM BCH FL 33416



STATE OF FLORIDA

AC# 2596927

DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC019416 05/28/06 058085433

CERTIFIED GENERAL CONTRACTOR
CORREA, MIGUEL GUILLERMO
RANGER CONSTRUCTION INDUSTRIES IN

IS CERTIFIED under the provisions of Ch.489 fs.
Expiration date: AUG 31, 2008 L06052801492

DETACH HERE

2596927

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L06052801492

DATE	BATCH NUMBER	LICENSE NBR
------	--------------	-------------

5/28/2006	058085433	CGC019416
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The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2008

CORREA, MIGUEL GUILLERMO
RANGER CONSTRUCTION INDUSTRIES INC
101 SANBURY'S WAY
WEST PALM BCH FL 33411

JEB BUSH

SIMONE MARSTILLER



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

DENVER J. STUTLER, JR.
SECRETARY

June 2, 2006

Ranger Construction Industries, Inc.
P. O. Box 15065
West Palm Beach, FL 33416

"REVISED"
RE: CERTIFICATE OF QUALIFICATION

Gentlemen:

The Department of Transportation has qualified your company for the amount and the type of work indicated below. Unless your company is notified otherwise, this rating will expire June 30, 2007.

Please take notice that to ensure continuity in your certification at least thirty (30) days must be allowed for the processing of your next application for qualification. In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

MAXIMUM CAPACITY RATING: \$550,000,000.00

WORK CLASS RATINGS:

1. Major Bridges:
 - a. Bridges which include Bascule Spans.....
 - b. Bridges which include Curved Steel Girders.....
 - c. Bridges with Multi-Level Roadways.....
 - d. Bridges of Concrete Segmental Construction.....
 - e. Bridges which include Steel Truss Construction.....
 - f. Bridges which include Cable Stayed Construction.....
 - g. Bridges of conventional construction which are over a water opening of 1000 feet or more.....
2. Intermediate Bridges (Bridges that contain none of the type of construction listed under Major Bridges and span lengths exceeding 50 feet (center to center of cap).....)
3. Minor Bridges (Bridges with span lengths not exceeding 50 feet (center to center of cap) and total length not exceeding 300 feet. A Minor Bridge shall not contain any types of construction listed under Major Bridges or Intermediate Bridges)..... X
4. Bascule Bridge Rehabilitation..... X
5. Grading (Includes clearing and grubbing, excavation, and embankment).... X
6. Drainage (Includes all storm drains, pipe culverts, culverts, etc.).... X
7. Flexible Paving (Includes limerock and shell base and other optional base courses, soil-cemented based, mixed-in-place bituminous paving, bituminous surface treatments, and stabilizing)..... X
8. Portland Cement Concrete Paving..... X
9. Hot Plant-Mixed Bituminous Structural and Surface Courses..... X

Ranger Construction Industries, Inc.
June 2, 2006
Page Two

SPECIALTY CLASSES OR WORK:

Fencing, Guardrail, Grassing, Seeding, Sodding, Roadway Signing, Underground
Utilities, Rip Rap and Debris Removal X

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested. Also, refer to the note at the bottom of Page 16 of the Application for Qualification when supplying additional information.

Sincerely yours,



Juanita Moore, Manager
Contracts Administration Office

JM:rs

12/89
(SEE NOTES ON REVERSE SIDE)

State of Florida

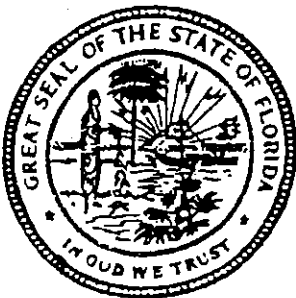


Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to Articles of Incorporation of RANGER CONSTRUCTION INDUSTRIES, INC., a Florida corporation, filed on July 6, 1981, as shown by the records of this office.

The charter number of this corporation is F40180.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
17th day of July, 1981.



George Firestone
George Firestone
Secretary of State



Ranger

Construction
Industries, Inc.

August 22, 2006

Charles Rich, Director
Board of County Commissioners of Palm Beach County
Office of Palm Beach County Engineering & Public Works
Engineering Services Division
2300 N. Jog Road, 3rd Floor
West Palm Beach, FL 33411

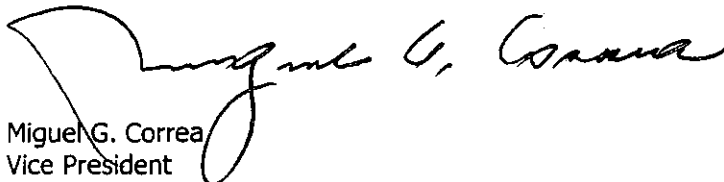
**Re: Annual Asphalt Milling and Resurfacing Contract (Project No. 2007051)
Living Wage Certification**

Dear Mr. Rich:

The above project consists of the Milling and Resurfacing of roadway in various locations throughout Palm Beach County.

Ranger Construction Industries, Inc. (RCI) acknowledges that the Living Wage Ordinance is in effect and, in the event RCI is awarded this contract, is committed to follow the procedures as outlined in the contract documents on pages LW-1 and LW-2.

Sincerely,



Miguel G. Correa
Vice President

Cc: Correspondence File

**CERTIFICATE
(Corporation)**

The undersigned hereby certifies that the following are true and correct statements:

1. That he/she is the Secretary of RANGER CONSTRUCTION, a corporation organized and existing in good standing under the laws of the State of FLORIDA hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporate as the 1st JULY day of 20 05, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

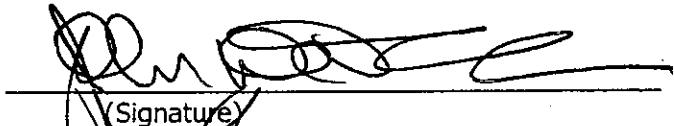
FURTHER RESOLVED, that MIGUEL G. CORREA, the VICE PRESIDENT of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

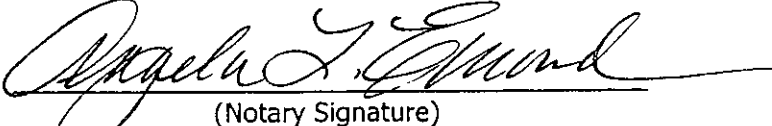
3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

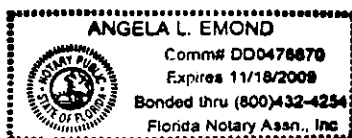
IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 22nd day of August, 2006.

(CORPORATE SEAL)


(Signature)
JOHN DEREHN - SECRETARY
(Print Signatory's name & title)

SWORN TO AND SUBSCRIBED before me this 22nd day of AUGUST, 2006, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.


(Notary Signature)
ANGELA L. Emond
(Print Notary's Name)



NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

11/18/2009

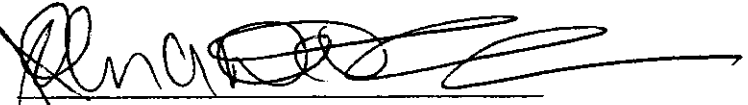


101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

**CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS
OF RANGER CONSTRUCTION INDUSTRIES, INC.**

RESOLVED, that Miguel G. Correa, Vice President Central Division of Ranger Construction Industries, Inc., be authorized to sign any and all documents relative to this Corporation's business.

The foregoing is a true and correct copy of the resolution adopted by Ranger Construction Industries, Inc., at a meeting of its Board of Directors on the 1st. day of July, 2005.



John A. DeFrehn
Secretary/Treasurer

PUBLIC ENTITY CRIMES

1. "In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontract or consultant) with any public entity (i.e. Palm Beach County) in excess of Ten Thousand dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list".
2. As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a)".

R2006-2364

CONTRACT

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

NOV 21 2006

This Contract, made this ____ day of _____ A.D. 20__, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter called the County), and RANGER CONSTRUCTION INDUSTRIES, INC. of, WEST PALM BEACH, FL and (his) (its) (their) heirs, successors, executors, administrators and assigns, (hereinafter called the Contractor):

WITNESSETH: The Contractor agrees with the County, for the consideration herein mentioned at his, its or their own proper cost and expense to do all the work and furnish all necessary labor, materials, equipment, machinery, tools, apparatus, services, state workmen's compensation and unemployment compensation taxes incurred in the performance of the contract, for the:

ANNUAL ASPHALT MILLING & RESURFACING CONTRACT, PALM BEACH COUNTY PROJECT NO. 2007051

IN THE AMOUNTS specified in task orders which may be issued by the County under Section #23 and the other terms of the Contract Documents. The County is not required to issue any task orders hereunder. The maximum value of orders issued under this Contract shall not, in any case, exceed SEVEN MILLION TWO HUNDRED FIVE THOUSAND DOLLARS (\$7,205,000) (except as may be increased according to Section #40 of the Contract Specifications). The Contract Documents relative hereto are made a part of this agreement as completely as if set forth herein to the satisfaction of the County or its duly authorized representative.

The Contractor further agrees for the consideration herein mentioned to commence the work with adequate forces and equipment within seventy-two (72) hours of the task order being issued for a specific project. After commencement of the work, it shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully complete within the time limit specified. It is understood and agreed that the time limit for completion of said work is the essence of the contract and should the Contractor fail to complete the work within the time limit, it is agreed that for such calendar day that any work provided for in these Contract Documents shall remain incomplete after the time limit, it is agreed that for such calendar day that any work provided for in these Contract Documents shall remain incomplete after the time limit has expired, including any official extension of the time limit; the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

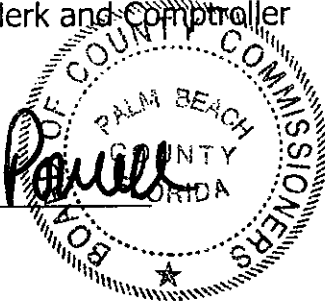
The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his want of knowledge of such contingent work as an excuse for delay in his work, or for its non-performance.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and sealed the day and year first written above.

ATTEST:

SHARON R. BOCK, Clerk and Comptroller

By: Nancy Powell
Deputy Clerk



R2006 2364

NOV 21 2006

PALM BEACH COUNTY, a Political
Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: Addie L. Greene
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Marlene R. [Signature]
COUNTY ATTORNEY

APPROVED AS TO TERMS
AND CONDITIONS

Charles Rich
ENGINEERING

Ranger Construction Industries, Inc.

(Corporate Name)

ATTEST

a FLORIDA corporation
(Insert state of corporation)

By: [Signature]
(Signature)

Miguel G. Correa
(Print signatory's name) Vice President

It's _____
(Print title)

David L. Taylor
TITLE Contract Assistant

(CORPORATE SEAL)

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 104790555

BOND AMOUNT: \$1,000,000

CONTRACT AMOUNT: \$7,205,000

CONTRACTOR'S NAME: RANGER CONSTRUCTION INDUSTRIES, INC.

CONTRACTOR'S ADDRESS: 101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

CONTRACTOR'S PHONE: 561/793-9400

SURETY COMPANY: Traveler Casualty and Surety Company of America

SURETY'S ADDRESS: One Tower Square, 5PB
Hartford, CT 06183
800-242-8734

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 301 N. Olive Avenue
West Palm Beach, FL 33401

OWNER'S PHONE: 561/684-4070

DESCRIPTION OF WORK: Per Overview, Page PS-1.

PROJECT LOCATION: Countywide

LEGAL DESCRIPTION: Annual Asphalt Milling & Resurfacing Contract.

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto:

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

One Million Dollars (\$1,000,000)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated NOV 21 2006, 200____, entered into a contract with the County for:

Project Name: Annual Asphalt Milling & Resurfacing Contract
Project No.: 2007051
Project Description: Milling and disposal of existing asphalt pavement
Project Location: Countywide

in accordance with Design Criteria Drawings and Specifications prepared by:

Palm Beach County Engineering Services (inhouse)
PHONE: 561/684-4070
FAX: 561/684-4171

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and County for the Annual Asphalt Milling & Resurfacing Contract, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

Witness

Ranger Construction Industries, Inc.

Principal

Miguel G. Correa
Vice President

(Seal)

Witness

Title

Travelers Casualty and Surety Company of America

Surety

(Seal)

William Phelps, Attorney-In-Fact and FL Resident Agent
Title



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 215719

Certificate No. 000435027

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

William Phelps

of the City of Melbourne, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of April, 2006.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson
 George W. Thompson, Senior Vice President

On this the 20th day of April, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2006.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/12/06

PRODUCER
George H. Friedlander Co.

PO Box 2466
1566 Kanawha Blvd. E.
Charleston, WV 25329

1-304-357-4520

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Ranger Construction Industries, Inc.

PO Box 15065

West Palm Beach, FL 33416-5065

INSURER A: Travelers Property Casualty Company of America
INSURER B: Charter Oak Fire Insurance Company
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CO-5807B217-TIL-06	04/01/06	04/01/07	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
	<input checked="" type="checkbox"/> Contractual Liability				PERSONAL & ADV INJURY	\$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2000000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COM/OP AGG	\$ 2000000
A	AUTOMOBILE LIABILITY	CAP-5807B186-TIL-06	04/01/06	04/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
A	EXCESS LIABILITY	CUP-5807B198-TIL-06	04/01/06	04/01/07	EACH OCCURRENCE	\$ 3000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 3000000
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB-6339B488-06	04/01/06	04/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$ 1000000
					E.L. DISEASE - EA EMPLOYEE	\$ 1000000
					E.L. DISEASE - POLICY LIMIT	\$ 1000000
	OTHER					\$
						\$
						\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees, and Agents is endorsed as an Additional Insured but only with respect to the work conducted by the insured at the specified project.

Project: 2007051 Annual Asphalt Milling & Resurfacing Contract

CERTIFICATE HOLDER ☒ Y ADDITIONAL INSURED: INSURER LETTER: A CANCELLATION

Palm Beach County
Engineering Services Division
Engineering & Public Works Department
2300 North Jog Road
3rd Floor
West Palm Beach, FL 33411-2745

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS BID OPENING SHEET

ITB NO. 08-010

ROAD RESURFACING PROJECTS

DATE: SEPTEMBER 06, 2007 @ 2:00 P.M.

VENDOR	BID BOND	NO BID	A. 1. TOTAL TYPE SP 9.5 ASPHALT (Virgin mix) PER TON	COMMENTS / EXCEPTIONS
APAC-SOUTHEAST INC	<i>Yes</i>		<i>86.00</i>	<i>Self guaranteed thru April 31, 2008.</i>
BETTER ROADS	<i>Yes</i>		<i>91.00</i>	<i>Yes! One year only</i>
CMA CORPORATION				<i>No response</i>
E A MARIANI ASPHALT				<i>No response</i>
EMPOWER CONSTRUCTION CO				<i>No response</i>
HOTMIX OF LAKELAND				<i>No response</i>
KDL INC.				<i>No response</i>
LANE CONSTRUCTION CORP		<i>✓</i>		<i>No response</i>
RANGER CONSTRUCTION	<i>Yes</i>		<i>140.00</i>	<i>No</i>
WEEKLEY ASPHALT				<i>No response</i>

BID FORMS CHECKLIST

BID PACKAGE MUST INCLUDE:

(√)

- _____ Addenda signed (if applicable)
- _____ SBE Schedule 1 filled out with Schedule 2's for each subcontractor listed on Sched-1
- _____ Certificate of Corporation (CC-1) filled out, signed and sealed
- _____ Local Preference (LP-2) filled out, signed and sealed
- _____ Living Wage (LW-2) filled out and signed with statement letter
- _____ Proposal Pages (P-1 thru P-5) filled out, signed, with information request

SCHEDULE 4

SBE-M/WBE ACTIVITY FORM

SBE-M/WBE ACTIVITY FOR MONTH ENDING: _____ PROJECT # 2007051

PROJECT NAME: Annual Asphalt Milling & Resurfacing Contract

PRIME CONTRACTOR NAME: _____

PERCENT OF PROJECT COMPLETION: _____

SBE-M/WBE SUBCONTRACTING INFORMATION					SBE-M/WBE Category(check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Subcontract Amount	Amount drawn for SBE-M/WBE Subcontractor	Amount Paid to Date	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Caucasian	Women	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge:

(Signature and Title)

Return to:
Office of Small Business Assistance
50 S. Military Trail, Suite 209
West Palm Beach, FL 33415

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount in each section. The dollar amount will not be counted twice.

SCHEDULE 5
SBE-M/WBE PAYMENT CERTIFICATION

This is to certify that _____
SBE-M/WBE CONTRACTOR

received (Monthly) or (Final) payment of \$ _____ on _____ from _____
(Date)
_____ for labor and/or materials used on PROJECT NO. 2007051
(Prime Contractor)

PROJECT NAME: Annual Asphalt Milling & Resurfacing Contract

PRIME CONTRACTOR: _____

SBE OR M/WBE SUBCONTRACTOR: _____
(Company Name)

By: _____
(Signature of Prime Contractor)

By: _____
(Signature of Subcontractor)

(Print Name & Title of Person Executing on behalf Contractor)

(Print Name & Title of person Executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, A.D., 20_____.

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary
Personally Known _____ or Produced Identification _____ Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, A.D., 20_____.

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary
Personally Known _____ or Produced Identification _____ Type of Identification Produced _____

DUE: To be submitted with Pay Request, immediately following any Payment to the SBE-M/WBE from the Prime Contractor.

TAB 4

**Lake Park Community Redevelopment Agency (CRA)
Agenda Request Form**

Meeting Date: December 19, 2007

Agenda Item No. _____

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: _____ | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Award Park Avenue Landscape Design and Construction Contract to Chris Wayne and Associates, Inc. (CWA) in an Amount not to Exceed \$288,000 Utilizing the Town's Bid Award for the 10th Street Scape Project Award to CWA.

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director *H. Davis* Date: 12/14/07

Name/Title

Date of Actual Submittal

Originating Department:	Costs: \$ Amount not to Exceed \$288,000 Funding Source: CRA Repairs and Maintenance and Unrestricted Reserves Acct. # _____	Attachments: Contract and Scope of Work
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

--	--	--

Summary Explanation/Background: The Board approved the conceptual design for Park Avenue streetscape improvements presented by Chris Wayne and Associates, Inc (CWA) on December 5, 2007. The scope of work includes the design and installation of new landscaping and irrigation on Park Ave. from 10th St. to 75' east of the clock tower in accordance with the attached scope of work. This agenda item is to award a design/build contract to CWA utilizing the Town's bid award for the 10th Street Landscape Improvements Project to CWA in an amount not to exceed \$288,000.

**DESIGN-BUILD LANDSCAPE IMPROVEMENT AND CONSTRUCTION
CONTRACT
BETWEEN
THE COMMUNITY REDEVELOPMENT AGENCY (CRA)
OF LAKE PARK
AND
CHRIS WAYNE AND ASSOCIATES, INC.**

THIS CONTRACT, made this _____ day of _____, 2007, by and between the CRA of Lake Park, a municipal corporation of the State of Florida, hereinafter designated as the "CRA", and Chris Wayne and Associates, Inc., a Florida Corporation, Florida State Contractor's License No.: _____, FEID Number _____, hereinafter designated as the "**CONTRACTOR**".

WITNESSETH THAT:

WHEREAS, the Community Redevelopment Agency (Herein CRA) an agency with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the CRA is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the CRA has previously determined that it is need for the provision of design-build services, including the design, installation and construction of landscaping and related services as more specifically described in the Contract Documents; and

WHEREAS, the CRA has solicited and received a proposal on December 6, 2007, for the required landscaping services; and

WHEREAS, the CONTRACTOR has submitted a Proposal in response to the CRA's solicitation and the CONTRACTOR has represented that it is qualified, able and willing to satisfactorily provide said services; and

WHEREAS, the CRA has found the CONTRACTOR's Proposal to be acceptable and the parties wish to enter into this CONTRACT; and

WHEREAS, the CRA has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the CRA and the CONTRACTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

1.1 The CONTRACT shall furnish all equipment, tools, labor, equipment, and other necessary items for the performance of the work ("Work" or "Project"), and shall perform the required work in accordance with the CONTRACT Documents. The CONTRACTOR shall provide and install the following items/services (all necessary labor and materials) for the design-build-installation of landscaping as more specifically provided in the "Scope of Work" as set forth in **Exhibit "A"** attached hereto and made a part hereof.

1.2 The CONTRACTOR warrants to the CRA that it has examined the CONTRACT Documents and the site of the proposed work thoroughly before the CONTRACTOR submitted its Proposal for the work contemplated. The CONTRACTOR must investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of the CONTRACT. The CONTRACTOR warrants to the CRA the CONTRACTOR'S proposal was based upon its own opinion of the conditions likely to be encountered. The CONTRACTOR'S submission of a proposal or proposal shall constitute prima facie evidence that the CONTRACTOR has made the examinations described in this Article.

1.3 The CRA reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities and such alterations in the details of construction, whether a substantial change or not, so long as they are consistent with the scope of the Work included in this Contract, including but not limited to alterations in the grades, dimensions or alignments of the Contract Work, as may be found necessary or desirable by the CRA. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract. The CONTRACTOR agrees to perform the Work, as altered, the same as if it had been a part of the original Contract. All rights in data, drawings, specifications, sketches, maps, as-built drawings, designs, models, photographs, computer CADD discs, surveys, reports and other data developed or provided in connection with this CONTRACT, shall be the sole and exclusive property of the CRA, and the CRA shall have the full right to use such data for any official purpose permitted by law, including making it available to the public. Such use shall be without additional payment to or approval by the CONTRACTOR. The CRA shall have unrestricted authority to publish, disclose, distribute, and other wise use, in whole or in part, any data developer or prepared pursuant to this CONTRACT. All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONTRACTOR in connection with this CONTRACT, may be utilized by the CRA in its normal course of business. CRA use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The CRA will not hold the CONTRACTOR responsible if documents are used for other purposes than intended.

2. CONTRACT TERM, PERIOD OF PERFORMANCE, NO DAMAGES FOR DELAY

2.1 Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period not to exceed 120 calendar days. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the CRA.

2.2 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this CONTRACT. The CONTRACT type may be changed only by a change order or written amendment.

2.3 **THE CONTRACTOR SHALL NOT BE ENTITLED TO RECEIVE DAMAGES FOR ANY DELAY IN THE PERFORMANCE OR COMPLETION OF THE CONTRACT, REGARDLESS OF THE CAUSE OF THE DELAY.** No claims for consequential or delay damages or any claim other than a request for an extension of time may be made or asserted against the CRA by reason of any delays, regardless of the cause of the delay.

3. CONSIDERATION

3.1 The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing SHALL NOT EXCEED TWO HUNDRED AND EIGHTY-EIGHT THOUSAND DOLLARS (\$288,000.00) ("Contract Sum").

3.2 The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the CRA, the receipt of which is acknowledged by the CONTRACTOR, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in this CONTRACT.

3.3 The parties hereby agree that the CONTRACTOR'S failure to complete the Project within the time fixed in this Contract will result in substantial injury to the CRA. As damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the Project is not completed with the time fixed or within such further time, if any, as may be authorized in accordance with the Contract Documents, CONTRACTOR shall pay to the CRA as Liquidated Damages for such delay, and not as a penalty, the amount of one tenth of one percent (0.10%) of the Contract value, inclusive of adjustments, per day, but not less than Five Hundred Dollars and 00/100 Dollars (\$500.00), for each and every calendar day elapsing between the date fixed for completion and the date such completion shall have actually occurred. This provision for Liquidated Damages for delay shall in no manner affect the CRA'S right to terminate the Contract. The CRA'S exercise of the right to terminate shall not release the CONTRACTOR from his obligation to pay Liquidated Damages. It is further agreed that the CRA may deduct from the balance of the Contract sum held by the CRA the Liquidated Damages stipulated herein or such portions as said balance will cover.

3.4 The parties agree that the TIME IS OF THE ESSENCE, in the performance of each and every obligation under this Contract. The Contract may be changed only by a change order or written amendment. If the CONTRACTOR fails to complete the Work in the time specified herein, the CRA may procure the services and materials necessary to complete the Work on the open market, and charge the CONTRACTOR for any reprourement costs, together with any and all damages, losses and other additional costs and charges which result from the CONTRACTOR's failure to complete the Work on time, and the CONTRACTOR may be barred from bidding on any future contracts of the CRA for a period of to three years.

3.5 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of the CONTRACTOR, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the CRA may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The CRA may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The Contract Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

- a) This Document and all amendments and addendums thereto.
- b) Plans and drawings prepared by _____ dated _____ and specifications prepared by _____ dated _____ (**Exhibit "A"**);
- c) Certificates of Insurance;
- d) Contractor's Proposal and Proposal Bond;
- e) Payment and Performance Bonds.

5. SUPERVISION OF THE WORK AND SITE BY CONTRACTOR

The CONTRACTOR, at all times during performance and until the work is completed and accepted, shall maintain a competent superintendent ("Project Manager or Project Supervisor") at the Site while work is in progress to act as the CONTRACTOR's agent. The Project Manager shall be fully capable of properly interpreting the Contract Documents and must be thoroughly experienced in the type of work being performed. The Project Manager shall have the full authority to receive instructions from the CRA

and to execute the orders or directions of the CRA, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The superintendent must speak and understand English fluently. The CONTRACTOR shall also maintain at least one other responsible person who speaks and understands English, at the Site during all working hours. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of all personnel designated to be Project Managers or Supervisors to the CRA before commencing any work.

6. SUPERVISOR DESIGNATED BY CONTRACTOR FOR EMERGENCIES

In addition to the Project Manager, provided for herein, the CONTRACTOR shall provide an emergency contact person, who speaks and understands English fluently, and who is available at or reasonably near the Site on a 24-hour basis, seven days a week. The CONTRACTOR shall designate this person as the point of contact for emergencies and in cases that require immediate action. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of personnel designated to be contacted in cases of emergencies, to the CRA for distribution to local law enforcement agencies.

7. PERFORMANCE OF WORK BY THE CONTRACTOR

7.1 The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

7.2 Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

7.3 The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR's employees and other persons carrying out the Contract. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The CONTRACTOR shall, without additional expense to the CRA, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the Work. The CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of Contract commencement. Any delays in obtaining permits must be brought to the attention of the CRA without delay.

7.4 The CONTRACTOR shall check all Plans and Specifications furnished to him immediately upon their receipt and shall promptly notify the CRA of all errors, inconsistencies, omissions and discrepancies. Figures marked on Plans shall, in general, be followed in preference to scale measurements. Anything mentioned in the Specifications and not shown on the Plans, or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of a

difference between the Plans and the Specifications, the Specifications shall govern. In case of a discrepancy either in the figures, in the Plans, or in the Specifications, the matter shall be submitted to the CRA who shall make a determination in writing. Any adjustment by the CONTRACTOR without such a determination by the CRA shall be at his own risk and expense. All deviations made by the CONTRACTOR from the Specifications and Plans will be compiled and provided to the CRA. The CRA may furnish from time to time such detail Plans and other information considered necessary to clarify the Contract.

7.5 The CONTRACTOR shall pay all applicable taxes for the Work or portions thereof provided by the CONTRACTOR which are legally enacted at the time this Agreement is executed, whether or not yet effective, and which are legally required of the CONTRACTOR.

7.6 The CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, negotiations, and lawful orders of public authorities bearing on the performance of the Work. The CONTRACTOR shall promptly notify the CRA if the Drawings and Specifications are observed by the CONTRACTOR to be at variance therewith.

7.7 The CONTRACTORS shall be responsible to the CRA for the acts and omissions of the CONTRACTOR's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with the CONTRACTOR.

7.8 The CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the CONTRACTOR shall remove from and about the Project waste materials, rubbish, the CONTRACTOR's tools, construction equipment, machinery, and surplus materials.

7.9 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Stat. Section 440.56), and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

7.10 The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work site(s) and all other persons who may be affected thereby.
2. The Work and all materials and equipment incorporated therein.
3. Other property at the site(s) or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the Work.

7.11 The CONTRACTOR, at all times during performance and until the work is completed and accepted, shall maintain a competent superintendent ("Project Manager or Project Supervisor") at the Site while work is in progress to act as the CONTRACTOR'S agent. The Project Manager shall be fully capable of properly interpreting the Contract Documents and must be thoroughly experienced in the type of work being performed. The Project Manager shall have the full authority to receive instructions from the CRA and to execute the orders or directions of the CRA including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The superintendent must speak and understand English fluently. The CONTRACTOR shall also maintain at least one other responsible person who speaks and understands English, at the Site during all working hours. The CONTRACTOR shall submit, prior to the start of work, the phone numbers and names of all personnel designated to be Project Managers or Supervisors to the CRA at the pre-construction conference.

The CONTRACTOR has designated Project Manager/Supervisor(s) who is available 24 hours per day, 7 days a week (including holidays) related to the Work are:

Project Manager/Supervisor 1: _____

Phone No.: () _____

Fax No.: () _____

E-mail address: _____

Home address: _____

(If applicable) Project Manager/Supervisor 2: _____

Phone No.: () _____

Fax No.: () _____

E-mail address: _____

Home address: _____

8. PERFORMANCE BOND AND PAYMENT BOND

8.1 Concurrent with the execution of these CONTRACT documents, the CONTRACTOR shall tender to the CRA a performance bond and a payment bond acceptable to the CRA, each in an amount equal to or greater than one hundred percent (100%) of the total CONTRACT price. Cash, certificate of deposit, cashier's check, treasurer's check or bank draft of any national or state bank in the State of Florida may be tendered in lieu of the payment and the performance bond. Certificates of deposit, checks and bank drafts shall be made payable to the CRA.

8.2 All surety bonds tendered must be written by a company duly authorized to do business in the State of Florida, and if furnished through a broker or agent, said broker or agent shall be registered in the State of Florida. If at any time after the execution of this CONTRACT and the surety bonds, the CRA shall deem the surety or sureties upon such bonds to be unsatisfactory or, if for any reason such bonds cease to be adequate to cover the requirements of the CONTRACT, the CONTRACTOR shall, at its sole expense and within five (5) days after the receipt of notice from the CRA, furnish an additional bond in such form and amount and with such surety as shall be satisfactory to the CRA. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this CONTRACT until such new or additional security shall be furnished in manner and form satisfactory to the CRA as to protect the interests of the CRA and ensure the payment of persons supplying labor and materials under the CONTRACT.

8.3 The surety company shall indemnify and provide defense for the CRA when called upon to do so for claims or suits against the CRA arising out of the contract. The amount of the CONTRACT price is the sole limitation of this indemnification. The CRA shall have the right to select its legal defense counsel in any such proceeding in which the CONTRACTOR and/or the surety company is obligated to provide the CRA with a defense and indemnification pursuant to this CONTRACT, and all fees and costs associated therewith shall be the responsibility of the surety. The Performance Bonds and Payment Bonds shall remain in force until acceptance of Work; however, if the Contract is terminated, they shall remain in force for 1 year from the date of termination of this Contract as protection to the CRA against losses resulting from latent defects in materials or improper performance of work under the Contract that may appear or be discovered during that period. Warranty Bonds shall remain in force for one (1) year from the date of acceptance of the Work.

8.4 Qualifications of Surety: Surety companies issuing Performance Bonds, Payment Bonds and Warranty Bonds shall fulfill **each** of the following provisions, and the CONTRACTOR shall provide evidence to document such fulfillment:

- A. The surety company is licensed to do business in the State of Florida.
- B. The surety company holds a currently valid certificate of authority authorizing it to write surety bonds in the State of Florida.
- C. The surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
- D. The surety company is otherwise in compliance with the provisions of the Florida Insurance Code.
- E. The surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. § 9304-9308.
- F. Each bond shall contain all provisions required by § 255.05, Florida Statutes, as may be amended from time to time.

- G. Each bond shall be issued by a Florida resident agent.
- H. The Payment and Performance Bond and the Warranty Bond must be executed by a Surety Company of recognized standing, authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least (5) years.

9. INSURANCE REQUIREMENTS

9.1 The CONTRACTOR shall maintain, or cause to be maintained, the following specified insurance coverages in the amounts set forth hereafter during the full period of the CONTRACT, which must include the following coverages and minimum limits of liability:

- a. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** for all employees of the CONTRACTOR for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONTRACTOR and all subcontractors.
- b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.
- c. **BUSINESS AUTO LIABILITY** with minimum limits of \$1,000,000.00, Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

9.2 The CRA shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the CONTRACTOR. There shall be a thirty (30) day notification to the CRA, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies.

9.3 All Certificates of Insurance shall be kept on file with the CRA, and approved by the CRA prior to the commencement of any work activities. The CRA may at its discretion, require the CONTRACTOR to provide a complete certified copy of the insurance policy(s). If this CONTRACT includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

9.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

9.5 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the CRA with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

9.6 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the CRA is named as an additional named insured shall not apply to CRA.

9.7 Violation of the terms of this Paragraph 9 and its sub-parts shall constitute a material breach of the CONTRACT by the CONTRACTOR and the CRA, at its sole discretion, may cancel the CONTRACT and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

10. INDEMNIFICATION

10.1 For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, the CONTRACTOR shall indemnify, defend, and save harmless the CRA, its elected officials, agents, guests, invitees and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the CRA, its agents, guests, invitees, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with the CONTRACTOR, its subcontractors, its agents, or employees, and committed in connection with this CONTRACT, CONTRACTOR'S performance hereof, or any work performed hereunder.

10.2 The CONTRACTOR shall indemnify, defend, and save harmless the CRA, its agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, by-law, ordinance of regulation by the CONTRACTOR, its agents, trainees, invitees, servants or employees. The CONTRACTOR further acknowledges that it is solely responsible for ensuring the safety of the premises to protect its employees, subcontractors, invitees, licensees and all other persons during the course of the work, and agrees to hold and save the CRA harmless against all claims involving alleged negligence by the CRA in failing to adequately ensure the safety of the site or otherwise ensure compliance with the CONTRACT.

10.3 The CONTRACTOR agrees to indemnify, defend, save and hold harmless the CRA, its officers, agents, and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property, or other work in connection with the performance of the CONTRACT.

10.4 CONTRACTOR shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification,

including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs).

10.5 CRA reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under the indemnification agreement set forth herein. Nothing contained herein is intended nor shall it be construed to waive CRA's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

11. SUBCONTRACTORS

The CONTRACTOR is as fully responsible to the CRA for the acts, coordination and omissions of his subcontractors and of persons either directly or indirectly employed by said subcontractor, as he is for the acts and omissions of persons directly employed by him. The CONTRACTOR shall submit the names of the subcontractors proposed for the work for CRA acceptance at the pre-construction conference. The CONTRACTOR shall not substitute any subcontractor without the prior written consent of the CRA. Nothing contained in the CONTRACT shall create any contractual relationship between any subcontractor and the CRA.

12. PERMITS AND LICENSES

12.1 The CONTRACTOR shall, without additional expense to the CRA, be responsible for obtaining all applicable and required licenses and permits and for complying with any applicable Federal, State and municipal laws, codes, and regulations in connection with the prosecution of the work.

12.2 The CONTRACTOR shall use its best efforts to obtain all necessary permits as soon as possible after the date of CONTRACT commencement. Any delays in obtaining permits must be brought to the attention of the CRA without delay.

12.3 The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CRA shall not be responsible for monitoring the CONTRACTOR's compliance with any laws or regulations.

13. SHOP DRAWINGS AND SUBMITTALS

13.1 The CONTRACTOR shall coordinate, schedule, and control all required shop drawings and submittals, with a regard for the required priority, including those of the various subcontractors, suppliers, and engineers, to provide for an orderly and balanced distribution of the work. The CONTRACTOR shall coordinate, review, date, stamp, approve and sign all shop drawings and submittals prepared by the CONTRACTOR or agents (subcontractor, fabricator, supplier, etc.) prior to submitting them to the CRA for review. The submittal of the shop drawings or required submittal shall confirm the verification of the work requirements, units of measurement, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers, and other similar data. The CONTRACTOR shall indicate on each series of drawings the specification section and page or drawing number of the

CONTRACT plans to which the submission applies. The CONTRACTOR shall indicate on the shop drawings or submittals all deviations from the CONTRACT drawings and itemize all deviations in the letter of transmittal. Likewise, whenever a shop drawing or submittal does not deviate from the CONTRACT plans, the CONTRACTOR shall clearly state so in the transmittal letter to the CRA.

13.2 The CONTRACTOR shall include the cost of furnishing shop and working drawings in the CONTRACT prices for work requiring shop and working drawings. The CRA will not pay the CONTRACTOR additional compensation for such drawings and submittals. The CONTRACTOR'S failure to provide timely shop drawings or submittals shall not constitute a justifiable reason for a request by the CONTRACTOR for an extension in the CONTRACT time.

14. DIFFERING SITE CONDITIONS

14.1 If during the progress of the work, subsurface or latent physical conditions are encountered at the Site differing materially from those indicated in the CONTRACT, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the CONTRACT are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the CONTRACTOR disturbs the conditions or performs the affected work.

14.2 Upon receipt of written notification of differing site conditions from the CONTRACTOR, the CRA's Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the CONTRACT, an adjustment will be made, excluding loss of anticipated profits, and the CONTRACT will be modified in writing accordingly. The CRA's Engineer will notify the CONTRACTOR whether or not an adjustment of the CONTRACT is warranted. The CRA's Engineer will not allow a CONTRACT adjustment for a differing site condition unless the CONTRACTOR has provided the required written notice. .

15. INSPECTION AND ACCEPTANCE OF THE WORK

15.1 All work shall be subject to inspection and testing by the CRA at all reasonable times and at all places prior to acceptance. Any such inspection and testing is for the sole benefit of the CRA, and shall not relieve the CONTRACTOR of the responsibility of providing quality control measures to assure that the work strictly complies with the CONTRACT requirements. No inspection or testing by the CRA shall be construed as constituting or implying acceptance. Inspection or testing shall not relieve the CONTRACTOR of responsibility for damage to or loss of the material or work in place prior to acceptance, or in any way will affect the continuing rights of the CRA after acceptance of the completed work.

15.2 The CONTRACTOR shall, without charge, replace any material or correct any workmanship found by the CRA not to conform to the CONTRACT requirements, unless the CRA consents to accept such material or workmanship with an appropriate adjustment in CONTRACT price. The CONTRACTOR shall promptly segregate and remove rejected material from the premises. If the CONTRACTOR does not promptly

replace rejected material or correct rejected workmanship, the CRA:

- a. may, by CONTRACT or otherwise, replace such material or correct such workmanship and charge the cost thereof to the CONTRACTOR, or
- b. may terminate the CONTRACTOR's right to proceed. The CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the CRA. All inspection and testing by the CRA shall be performed in such manner as not to unnecessarily delay the work. The CRA reserves the right to charge to the CONTRACTOR any additional cost of inspection or testing when material or workmanship is not ready at the time specified by the CONTRACTOR for inspection or testing, or when re-inspection or retesting is necessitated by work not complying with the CONTRACT and/or any applicable Federal, State or municipal laws, codes and regulations in connection with the prosecution of the work.

15.3 Should it be considered necessary or advisable by the CRA at any time before acceptance of the entire work, to make an examination of work already completed, by removing or tearing out same, the CONTRACTOR shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective or not conforming in any material respect, due to the fault of the CONTRACTOR or his subcontractors, the CONTRACTOR shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the CONTRACT, an equitable adjustment shall be made in the CONTRACT price to compensate the CONTRACTOR for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.

15.4 Unless otherwise provided in this CONTRACT, acceptance by the CRA shall be made as promptly as practicable after completion and inspection of all work required by this CONTRACT, or that portion of the work, that the CRA determines can be accepted separately. Acceptance shall be final and conclusive, except as regards latent defects, fraud or such gross mistakes as may amount to fraud or as regards the CRA's rights under any warranty or guarantee. The CRA shall evidence acceptance of the work in writing by approved request for "Final Payment".

16. WARRANTIES OF CONTRACTOR

16.1 **General Warranty of Workmanship:** The CONTRACTOR warrants to the CRA that all materials and equipment furnished under this CONTRACT will be new and that all work will be of good quality free from faults and defects and is in conformance with the CONTRACT. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the CRA, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. All work, equipment and materials furnished as part of the CONTRACT shall be warranted for a minimum of one year. Warranty periods shall begin at the date of final written acceptance of the Project by the CRA. If any work, materials or equipment is determined to not be in conformance with the CONTRACT requirements during this warranty period, or is

otherwise found to be defective, such items shall be corrected or replaced, at CONTRACTOR's expense.

16.2 Warranty of Title: The CONTRACTOR warrants to the CRA that all goods and materials furnished under the CONTRACT will be new unless otherwise specified, and that CONTRACTOR possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

16.3 Warranty of Specifications: The CONTRACTOR warrants that all goods, materials and workmanship furnished, whether furnished by the CONTRACTOR or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

16.4 Warranty of Material and Workmanship: The CONTRACTOR warrants all material and workmanship for a minimum of seven (7) years from date of completion and acceptance by the CRA. If within seven (7) years after acceptance by the CRA, or within such larger period of time as may be prescribed by law, any of the work is found to be defective or not in accordance with the CONTRACT Documents, the CONTRACTOR shall, after receipt of a written notice from the CRA to do so, promptly correct the work unless the CRA has previously given the CONTRACTOR a written acceptance of such condition.

16.5 Warranty of Compliance with Laws: The CONTRACTOR warrants to the CRA that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the CONTRACT.

16.6 Warranty of Solvency: The CONTRACTOR warrants to the CRA that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the CONTRACT.

16.7 Warranty against Breach: The CONTRACTOR warrants to the CRA that the consummation of the work provided for in the CONTRACT Documents will not result in the breach of any term of provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

16.8 Warranty against Copyright and Patent Infringement: The CONTRACTOR warrants that there has been no violation of copyrights or patent rights, either in the United States of America or in foreign countries in connection with the work of the CONTRACT.

16.9 All warranties made by the CONTRACTOR, together with service warranties and guarantees, shall run to the CRA, and the successors and assigns of the CRA.

17. WORK AND STORAGE AREAS

17.1 All operations of the CONTRACTOR, including storage of materials upon CRA premises, shall be confined to areas authorized or approved by the CRA. Temporary buildings, storage sheds, shops, offices, etc., may be erected by the CONTRACTOR only with the approval of the CRA and shall be built with labor and materials furnished by the CONTRACTOR without expense to the CRA. Such temporary buildings and utilities shall remain the property of the CONTRACTOR and shall be removed by the CONTRACTOR at its sole expense upon the completion of the work. If the CONTRACTOR fails to remove its temporary structures, and any other equipment, tools, materials, and items of personal property upon completion of the work, the CRA may remove and store all such items of the CONTRACTOR's property, and charge the CONTRACTOR the CRA's costs of any such removal and/or storage.

17.2 The CONTRACTOR shall not store materials, except those to be incorporated in the work, on the CONTRACT site. Portions of completed work and materials incorporated in the work shall be deemed to have become the property of the CRA, but if any such materials or parts of the work become lost, damaged or destroyed by any means whatsoever, the CONTRACTOR shall satisfactorily repair and replace the same at his own cost. The CONTRACTOR shall be responsible for any materials of construction stored on the CONTRACT site, and shall replace, in kind, any such materials lost, damaged or destroyed at his own expense.

17.3 The CONTRACTOR shall maintain, where and when needed, suitable and sufficient guard signs and barriers, and at night, suitable and sufficient lights for the prevention of accidents. Guard signs and lights shall comply with OSHA and FDOT regulations. Maintenance of traffic control shall comply with FDOT regulations and standards.

18. OCCUPATIONAL SAFETY AND HEALTH REQUIREMENT

The CONTRACTOR shall take all precautions necessary for the protection of life, health, and general occupational welfare of all persons, including employees of both the CONTRACTOR and the CRA, until the CONTRACTOR has completed the work required under the CONTRACT as provided under Section 17., Inspection and Acceptance. The CONTRACTOR shall comply at all times with applicable Federal, State, and local laws, provisions, and policies governing safety and health, including 29 CFR 1926, including all subsequent revisions and updates.

19. TAX EXEMPTION

19.1 The CRA is exempted from payment of Florida State Sales and Use taxes and Federal Excise tax. The CONTRACTOR, however, shall not be exempted from paying Florida State Sales and Use taxes to the appropriate governmental agencies or for payment by the CONTRACTOR to suppliers for taxes on materials used to fulfill its contractual obligations with the CRA.

19.2 The CONTRACTOR shall be responsible and liable for the payment of all of its FICA/Social Security and other taxes resulting from this CONTRACT.

20. RECORDS

The CONTRACTOR shall maintain records and the CRA shall have inspection and audit rights as follows:

- a. Maintenance of records: The CONTRACTOR shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this CONTRACT including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this CONTRACT.
- b. Examination of records: the CRA or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this CONTRACT. Such examination may be made only within five (5) years from the date of final payment under this CONTRACT and upon reasonable notice, time and place. Records, which relate to any litigation, appeals or settlements of claims arising from performance under this CONTRACT shall be made available until a final disposition has been made of such litigation, appeals or claims.
- c. Cost and pricing data: the CONTRACTOR, by executing this CONTRACT, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the CRA may adjust the consideration for this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The CRA shall make any such adjustment within one (1) year following the termination of this CONTRACT.

21. PUBLIC ACCESS

The CONTRACTOR shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the CONTRACTOR assert any exemptions to the requirements of Chapter 119 F.S. and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

24. FORCE MAJEURE

Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable if failure or delay in the performance of this CONTRACT arises from fires, floods, strikes, terrorists acts, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

22. PROJECT RECORD DOCUMENTS

22.1 The CONTRACTOR shall maintain on site, one set of CONTRACT Documents to be utilized for record documents. The CONTRACTOR shall record actual revisions to the work. Record information shall be made concurrent with construction

progress.

- a. Specifications: Legibly mark and record at each product section a description of actual products installed.
- b. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

22.2 The CONTRACTOR shall submit all record documents to the CRA with its claim for final payment.

24. GRATUITIES

The CONTRACTOR hereby warrants that he has not, during the bidding process or, during the term of this CONTRACT, offered to pay any officer, employee or agent of the CRA, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. In the event of a breach of this provision, the CRA may terminate this CONTRACT without liability and, at its sole discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

25. GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justifiable in federal court.

26. CONTRACT AMENDMENTS

This CONTRACT may be amended only with the prior written approval of the parties.

27. NO WAIVER

Changes made by the CRA'S Engineer will not be considered to waive any of the provisions of the CONTRACT, nor may the CONTRACTOR make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the CRA'S Engineer and in accordance with the CONTRACT Documents.

28. NO ASSIGNMENT

The CONTRACTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the CRA.

29. ATTORNEY'S FEES

If either party utilizes legal action, including appeals at all levels, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

30. COMPLIANCE WITH LAWS

The CONTRACTOR, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The CRA undertakes no duty to ensure such compliance, but will attempt to advise the CONTRACTOR, upon request as to such laws of which it has present knowledge.

31. INDEPENDENT CONTRACTOR STATUS

The CONTRACTOR is an independent contractor and is not an employee or agent of the CRA. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the CRA and the CONTRACTOR, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONTRACTOR is free to provide similar services to others.

32. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The CONTRACTOR recognizes that any representations, statements or negotiations made by the CRA staff do not suffice to legally bind the CRA in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized CRA representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

33. TERMINATION FOR CAUSE AND DEFAULT

33.1 In the event that the CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the CONTRACT Documents, the CRA shall give written notice to the CONTRACTOR, by certified mail, return receipt requested that action be taken to correct the default must be taken within ten (10) calendar days thereof, and that the default must be corrected to the satisfaction of the CRA within fifteen (15) days of the notice, unless a longer time is specified by the CRA. In the event the CONTRACTOR has failed to correct the conditions of default, or the default is not remedied to the satisfaction of the CRA, the CRA shall have all legal remedies available to it, including, but not limited to, the termination of the CONTRACT, in which case, the CONTRACTOR shall be liable for all procurement and reprocurement costs, and any and all damages permitted by law arising from the default and breach of the CONTRACT.

33.2 The CRA shall have no liability for the CONTRACTOR'S loss of anticipated profits for unfinished work or other consequential damages under this CONTRACT, even if it has been determined that the CRA is in default.

34. TERMINATION FOR CONVENIENCE OF CRA

34.1 Upon seven (7) calendar days written notice, delivered by certified mail, return receipt requested to the CONTRACTOR, the CRA may, without cause and without prejudice to any other right or remedy, terminate the CONTRACT for the CRA'S convenience whenever the CRA determines that such termination is in the best interest of the CRA. Where the CONTRACT is terminated for the convenience of the CRA, the notice of termination must state that the CONTRACT is being terminated for the convenience of the CRA under the termination clause and the extent of the termination. Upon receipt of the notice of termination, the CONTRACTOR shall promptly discontinue all work at the time.

34.2 In the event that the CRA terminates the entire CONTRACT, or any portion thereof, before the CONTRACTOR completes all items of work in the CONTRACT, the CRA will make payment for completed work based on the following:

34.3 Payment shall be based upon a reasonable percentage of the Lump Sum price for completed work and as determined by the CRA'S Director of Public Works.

34.4 These payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items or work not started. The CRA will not consider any claim for loss of anticipated profits, consequential damages, or overhead of any kind including home office and jobsite overhead or other indirect impacts.

34.5 The termination of the CONTRACT or a portion thereof, under the provisions of this section, shall not relieve the CONTRACTOR or the surety of their respective responsibilities for the completed portion of the CONTRACT or their respective obligations for and concerning any just claims arising out of the work performed. All CONTRACTOR'S claims for additional payment, due to the CRA's termination of the entire CONTRACT or any portion thereof, must meet the requirements of Section 16, CLAIMS.

35. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the CRA to utilize the a CONTRACTOR, for all work of this type, which may develop during the CONTRACT period. The CRA specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the CRA's best interest.

36. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the CRA shall notify the CONTRACTOR of such occurrence and the CONTRACT shall terminate on the last day of the current fiscal period without penalty or expense to the CRA.

37. RIGHT TO AUDIT

The CRA reserves the right to audit the CONTRACTOR's records as such records relate to the services and the CONTRACT between the CRA and the CONTRACTOR. All records shall keep in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of the CONTRACTOR shall be retained for three (3) years from the date of final payment.

38. RISK OF LOSS

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the CONTRACTOR until the delivery of all goods and materials to be used in the work to the CRA at the Project Site, and inspection and acceptance of the Project by the CRA. Title to the goods shall pass to the CRA upon delivery and acceptance of the Project by the CRA.

39. CLEANING UP

The CONTRACTOR, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by the CONTRACTOR's operations. At the completion of the work, the CONTRACTOR shall remove all waste materials and rubbish from and about the site, as well as all tools, equipment, machinery and surplus materials and provide final cleaning, and return the space to a condition suitable for use by the CRA.

40. APPLICABLE LAWS, ORDINANCES, RULES, CODES AND REGULATIONS

40.1 Familiarity with Laws: Notice is hereby given that the CONTRACTOR must be familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the CONTRACTOR will in no way relieve him from the responsibility of compliance therewith.

40.2 Non-Segregated Facilities: The CONTRACTOR and each subcontractor shall comply with the Certification of Non-Segregation Facilities.

40.3 Nondiscrimination and Equal Opportunity Employment: During the performance of the CONTRACT, the CONTRACTOR agrees as follows:

a. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading; demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of the CONTRACT, or with any of such rules, regulations, or orders, the CONTRACT may be canceled, terminated, or suspended in whole or in part, without liability to the CRA.

41. SPECIFICATIONS

41.1 Items shown on the plans, but not noted in the specifications, and items noted in the specifications, but not shown on the plans, are to be considered as both shown on the plans and noted in the specifications. Any errors or omissions in the specifications or on the plans, as to the standards of the work, shall not relieve the CONTRACTOR of the obligation to furnish a satisfactory first class job in strict conformity with the best practice found in structures or in the work of a similar type. The failure of the CONTRACTOR to direct the attention of the CRA's Engineer to errors or discrepancies will not relieve the CONTRACTOR, should the CONTRACTOR be awarded the CONTRACT, of the responsibility of performing the work to the satisfaction of the CRA. Computed dimensions shall govern over scaled dimensions.

42. SAFETY

42.1 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Stat. Section 440.56), and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

42.2 The CONTRACTOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

a. All employees on the work site and all other persons who may be affected thereby.

b. The work and all materials and equipment incorporated therein.

c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

43. NOTICE

All notices and invoices to the CRA shall be sent to the following address:

CRA of Lake Park
Attention: CRA Executive Director, Maria Davis
535 Park Avenue
Lake Park, FL 33403

All notices and invoices to the CONTRACTOR shall be sent to the following address:

44. SEVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

45. PROGRESS PAYMENTS

45.1 If satisfactory progress is being made, the CONTRACTOR may request partial payments on monthly estimates, based on the actual work done or completed, which request may be approved and paid by the CRA. The CONTRACTOR shall provide a waiver of liens in the standard form attached to this Contract prior to the CRA making final payment for the Work. The CONTRACTOR warrants that title to all work covered by the application for payment will pass to the CRA upon payment. The CONTRACTOR further warrants that upon submittal of an application for payment, all work for which certificates for payment have been previously issued and payments received from the CRA, shall be free and clear of liens, claims, security interests, or encumbrances in favor of the CONTRACTOR, subcontractors, material supplies, and other persons or entities making a claim by reason of having provided labor, material, and equipment relating to the work.

45.2 The failure to submit requests for partial payment with the required disbursement certification, in the manner required by this Paragraph, may result in non-payment and/or a delay in the payment of the requested partial payment, until the required, fully completed forms and all necessary information are provided to the CRA. The CRA shall have no legal liability for direct or consequential damages alleged to have been sustained by the CONTRACTOR, and/or any other claims, losses and liabilities, interest, penalties, attorney and other professional fees, costs or expenses, of any kind, which may be incurred as a result of the late payment or non-payment of any payment request which failed to comply with the requirements of this Paragraph.

46. FINAL PAYMENT

43.1 When the CONTRACTOR has reached substantial completion, as defined herein, the CRA will schedule an inspection of the Work/Project with the CONTRACTOR. The purpose of this inspection will be to develop a final list of incomplete or deficient work, and the necessary completion of which will render complete, satisfactory, and acceptable the construction services purchased by the CRA. This list of incomplete or deficient work is herein after referred to as "punch list work." The CONTRACTOR shall schedule the attendance of any required representatives of subcontractors or suppliers providing materials and services on the Project. The failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of the CONTRACTOR to complete all of the construction services pursuant to the Contract. All items that require correction under the Contract and that are identified after the preparation of the punch list remain the obligation of the CONTRACTOR as defined by the Contract.

43.2 Substantial Completion: The point in the Project where the CONTRACTOR has completed 95% of the Contract, as a percentage of the original contract, including the value of any approved change orders and/or supplemental agreements, and with the exception of Punch List work, the Project is ready for the CRA's occupancy and use. For purposes of this Contract, the Punch List will be completed within 7 calendar days of Substantial Completion. In the event the CONTRACTOR fails to attend to the scheduled Punch List inspection, the CRA or the CRA'S representative will continue the scheduled inspection and develop the Punch List. The CONTRACTOR will be provided a copy of the Punch List at the address provided for written notice. The determination by the CRA as to the items identified in the Punch List shall be conclusive and shall not be subject to challenge by the CONTRACTOR in any forum, except upon the CONTRACTOR establishing by clear and convincing proof that the determination by the CRA was without any reasonable and good faith basis. When, upon completion of the final construction inspection of the entire Project, the CRA determines that the CONTRACTOR has satisfactorily completed the Work and all Punch List work identified during the Punch List inspection, the CRA will give the CONTRACTOR written notice of final acceptance. The final acceptance date, will be the date that which warranty provisions and the time limitations for latent defects commence

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

THE CRA OF LAKE PARK

By: _____
Vivian Mendez, CRA Clerk

By: _____
Paul Castro, Chair

(CRA SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, CRA Attorney

CONTRACTOR:

By: _____
Signature

Attested By: _____
Signature

Printed Name

Title

Printed Name

Title

CONTRACTOR'S FINAL AFFIDAVIT AND FINAL RELEASE OF LIEN

STATE OF FLORIDA

COUNTY OF PALM BEACH

CONTRACT NO. _____

BEFORE ME, the undersigned authority, personally appeared _____,
who after being by me first duly sworn, deposes and says that:

1. I am _____ of _____
(Title) (Company)

doing business in the State of Florida, (hereinafter called "CONTRACTOR").

2. The CONTRACTOR, pursuant to Contract dated _____,
(hereinafter referred to as "CONTRACT") with the CRA OF LAKE PARK (hereinafter referred
to as "CRA"), has heretofore furnished or caused to be furnished labor, material, and services
for the construction of certain improvements as more particularly set forth in the CONTRACT.

3. The CONTRACTOR represents that all work to be performed under the CONTRACT
has been fully completed and that all persons and firms who furnished material, labor, and/or
services incident to the completion of said work have been paid in full.

4. The CONTRACTOR, for and in consideration of final payment in the amount of
\$ _____, and all other previous payments paid by the CRA to
CONTRACTOR, does hereby waive, release, remise, and relinquish the CONTRACTOR'S right
to claim, demand, or impose a lien or liens for work done or materials and/or services furnished
or any other class of liens whatsoever, on any of the premises owned by the CRA on which
improvements have been completed in connection with the CONTRACT.

5. The CONTRACTOR herein makes this Affidavit and Final Release of Lien for the
express purpose of including the CRA to make final disbursement and payment to the
CONTRACTOR in the amount of \$ _____.

6. This Affidavit and Final Release of Lien is made by the CONTRACTOR with full
knowledge of the applicable laws of the State of Florida. In addition to such rights as may be
afforded to the CRA under said applicable laws, CONTRACTOR expressly agrees to indemnify
and save the CRA harmless from any and all actual costs and expenses, including reasonable
attorney's fees, arising out of claims by laborers, subcontractors, or materialmen who might
claim that they have not been paid for services or material furnished by or through the
CONTRACTOR in connection with the work performed under the CONTRACT.

7. To the best of CONTRACTOR'S knowledge and belief, the following is a list of all
employed under this CONTRACT who has filed a Notice to Owner with the CRA.

	NAME	ADDRESS	AMOUNT DUE
1			
2			
3			
4			

(Attach a separate sheet if necessary)

The CONTRACTOR herein does hereby represent that he has authority to execute a full and final Release of Lien for and on behalf of the CONTRACTOR as set forth above.

(Corporate Seal)

BY: _____
(Title)

SWORN TO and subscribed before me this _____ day of _____ 200_

(Notary Seal)

Notary Public

My Commission Expires: _____

PROJECT:
CONTRACTOR:
CERTIFICATE OF FINAL ACCEPTANCE CRA OF LAKE PARK
CONTRACTOR FOR:
CONTRACT DATE:
DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this contract has been reviewed and found to be complete. The Date of Final Acceptance of the Project or portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Document.

BY Date

The CRA accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

CRA OF LAKE PARK Date

**SUBCONTRACTOR'S, MATERIALMEN AND LABORER'S
FINAL WAIVER OF LIEN**

WHEREAS, the undersigned, _____, has been heretofore employed by _____ to furnish certain services, materials and/or labor to the CRA of Lake Park on property located at: _____

NOW, THEREFORE, the undersigned, for a good and valuable consideration of _____ dollars, the receipt of which is hereby acknowledged, hereby and now waives unto the CRA OF LAKE PARK any and all lien, right of lien or claim of whatsoever kind or character on the above described real estate, on account of any and all labor or material, or both, furnished for or incorporated into said real estate by the undersigned; and further certifies that the consideration moving to the undersigned for executing this Waiver of Lien has been mutually given and accepted as absolute cash payment and not as a conditional or part payment or as security for payment.

The undersigned herein does hereby represent that he has authority to execute this Final Release of Lien.

Signed, sealed and delivered this _____ day of _____, 2008.

(Corporate Seal)

By: _____
(Title)

SWORN TO and subscribed before me this _____ day of _____, 2008

(Notary Seal)

(Notary Public)
My Commission Expires: _____

Date: _____

Signature: _____

EXHIBIT A

DESIGN/BUILD PROPOSAL FOR LANDSCAPE IMPROVEMENTS FOR PARK AVENUE, TOWN OF LAKE PARK, FLORIDA

OVERVIEW

Chris Wayne and Associates, Inc., 15863 97th Drive North, Jupiter, Florida 33478, herein referred to as CONSULTANT / CONTRACTOR shall provide landscape architectural and construction services for the Town of Lake Park, 535 Park Avenue, Lake Park, Florida 33403, herein referred to as CLIENT. CONSULTANT / CONTRACTOR shall provide landscape construction documents and all labor, equipment, transportation and materials necessary for the construction of landscape improvements for Park Avenue. Improvements consist of, but are not limited to, the installation of trees and shrubs, excavation and installation of soil, irrigation repairs and renovations, saw cutting of planters, mulching, sodding and maintenance of traffic. The limits of work consist of the Park Avenue right-of-way from 10th Street N. to approximately 75' east of the Clock Tower and as further defined in permitted plans developed by CONSULTANT and permitted by CLIENT.

SCOPE OF SERVICES

Task 1.0-Preparation of Park Avenue Landscape Improvement Construction Documents

Task 1.1-Meeting: CONSULTANT / CONTRACTOR shall meet with CLIENT within 5 business days after receipt of Notice-to-Proceed to review master plan. Purpose of review meeting is to finalize outstanding design issues and to make any necessary changes prior to preparation of construction documents. Meeting shall be in person or via telephone conference. CLIENT shall provide CONSULTANT / CONTRACTOR with current boundary survey no less than one year old in AutoCAD format showing all boundaries, rights-of-way, easements, utilities, structures, site furnishings, trees, and vegetation masses. If current survey is unavailable, CONSULTANT / CONTRACTOR shall utilize Master Plan base drawing along with information obtained from Project Site Reconnaissance, Task 1.2, for base of construction documents.

Task 1.2-Project Site Reconnaissance: CONSULTANT / CONTRACTOR shall perform one reconnaissance site visit to review site conditions, take final measurements and review existing conditions.

Task 1.3-Landscape Improvement Construction Document Development: CONSULTANT / CONTRACTOR shall prepare construction documents including plans, details and written specifications to be used for the permitting and construction of landscape and irrigation improvements within the limits of work. Construction Documents shall include plans, details and specifications for landscape, hardscape, site furnishings and irrigation and shall be in digital format using AutoCAD 2008. All plans shall be signed and sealed by a Florida Licensed Landscape Architect. Engineering, surveying, permits and fees are not included in the above-mentioned Construction Documents and shall be considered Additional Services. Documents shall be submitted to the CLIENT at 100% stage of completeness.

Chris Wayne and Associates, Inc
15863 97th Drive North · Jupiter, FL 33478
Phone 561-746-4225 · Fax 561-746-8991
LC 26000243 U-20161

Deliverables: 1 set construction specification details, signed and sealed by a Florida Licensed Landscape Architect.

1 CD with above mentioned documents in AutoCAD 2008 format

1 Landscape Improvement Construction Proposal

Schedule: CONSULTANT / CONTRACTOR shall provide deliverables within (30) days from receipt of signed contract.

Task 2.0-Landscape and Irrigation Construction

Upon receipt of signed Landscape Improvement Construction Proposal and permit for construction CONSULTANT / CONTRACTOR shall construct improvements within limits of work for Park Avenue. CONSULTANT / CONTRACTOR shall construct improvements in accordance with permitted plans developed by CONSULTANT / CONTRACTOR and shall provide all necessary labor, equipment, transportation, materials and maintenance of traffic. CONSULTANT / CONTRACTOR shall coordinate all utility locates. CONSULTANT / CONTRACTOR shall dispose of all construction debris legally off site.

CONSULTANT / CONTRACTOR shall provide a 100% Performance Bond to CLIENT within (30) days of receipt of signed Landscape Improvement Construction Proposal prior to construction for a total amount of signed Landscape Improvement Construction Proposal.

Schedule: CONSULTANT / CONTRACTOR shall have (120) days from date performance bond is provided to CLIENT to complete landscape improvements, unless otherwise agreed upon in writing by CLIENT and CONSULTANT / CONTRACTOR.

COMPENSATION

A. Task 1.0-Preparation of Landscape Improvement Construction Documents

Lump Sum \$2,700.00

CLIENT shall pay CONSULTANT Lump Sum amount upon completion of work.

B. Task 2.0-Landscape and Irrigation Construction

**Lump Sum to be determined -
Not to exceed \$288,000.00**

Lump Sum shall be per Landscape Improvement Construction Proposal agreed to by signature and dated by CLIENT and CONSULTANT / CONTRACTOR prior to construction. Invoices, or Pay Applications, shall be submitted by CONSULTANT / CONTRACTOR to CLIENT for payment for work completed and materials stored onsite. CLIENT shall pay CONSULTANT / CONTRACTOR lump sum for construction, plus or minus any alternates or change orders that may occur. CLIENT shall make payment within 30 days of receipt of Pay Application.

ADDITIONAL SERVICES

Additional services shall be as mutually agreed upon. Meetings not outlined above are considered additional services and shall be charged in accordance with CONSULTANT / CONTRACTOR rate schedule, Attachment A.

Chris Wayne and Associates, Inc
15863 97th Drive North · Jupiter, FL 33478
Phone 561-746-4225 · Fax 561-746-8991
LC 26000243 U-20161

WARRANTY

CONSULTANT / CONTRACTOR warranties work for a period of one year from date of final acceptance against all material and workmanship defects. Warranty does not cover damage to work from fire, acts of God or negligence by others.

TERMS

All terms and conditions of this proposal are good for 30 days. After 30 days Chris Wayne and Associates, Inc. reserves the right to review and make necessary changes. Price may or may not change. In reference to the term 'days', days shall be calculated as business days, not included in business days are national observed holidays. Proposal is for WORK described above. Any additional work not listed in proposal shall not be the responsibility of Chris Wayne and Associates, Inc. unless mutually agreed upon in writing.

By accepting service of Chris Wayne and Associates, Inc. customer agrees to the following: 1.) A service charge on delinquent invoices not paid within specified terms shall be \$25.00 per 30 days for up to 90 days. After 90 days legal collection efforts shall begin. For invoices due on receipt, there is a 10-day allowance from invoice date. 2.) A fee of \$35.00 shall be collected on all returned check items. 3.) Customer agrees to pay all court costs, damages and attorney fees if collection efforts become necessary.

Respectfully Submitted,

Christopher W. Dellago, RLA
President, CEO
Chris Wayne and Associates, Inc.

Date

Accepted,

Client

Date

Print name _____

Contact Address _____

Contact Phone _____

Chris Wayne and Associates, Inc
15863 97th Drive North · Jupiter, FL 33478
Phone 561-746-4225 · Fax 561-746-8991
LC 26000243 U-20161

Attachment A

Chris Wayne and Associates, Inc. 2007-2008 Rate Schedule

Landscape Architect/Project Manager	\$120.00
Irrigation Consultant/Designer	\$110.00
Planner	\$100.00
Graphic Artist	\$75.00
AutoCAD Technician/Designer	\$60.00
Administrative Assistant	\$45.00
Permit Coordinator	\$50.00
Field Manager	\$40.00
Laborer	\$25.00
Mileage rate	\$0.49 per mile
Printing (24" x 36" format)	\$2.75 per sheet

Meetings shall be charged at the rate per CWA representative's job title attending the meeting and travel time. Travel time is charged for the time it takes, according to MAPQUEST's quickest route, for CWA representative to travel from office to meeting and back, plus mileage. Other charges may include meals, lodging and materials.

Chris Wayne and Associates, Inc.
15863 97th Drive North Jupiter, Florida 33478
PH 561-746-4225 FX 561-746-8991

SPECIFICATIONS AND
BID DOCUMENTS
FOR

Streetscape Improvements for 10th Street (Phase I)
And
Park Avenue (Phase II)

Bid #03-2006

Welcome to Historic Lake Park



TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK FLORIDA 33403

881-3345

TOWN CLERK'S OFFICE
(516) 881-3300

**All Bids shall be submitted with a Bid Bond
in the amount of \$25,000*

4
Attn: Maria Davis

Streetscape Improvements for 10th Street and Park Avenue

Bid #03-2006

CONTENTS

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Public Entities Crimes Affidavit	page 29
Similar Experience Form	page 31
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Litigation and Criminal Convictions	page 33
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INVITATION TO BID

The Town Commission is accepting sealed Bids for the following:

Streetscape Improvements for 10th Street (Phase I) and Park Avenue (Phase II)

All Bids must be received in triplicate at the address below, in the office of the Town Clerk, no later than 10:00 AM, September 25, 2006, at which time all Bids will be publicly opened and read. Receipt of a response by any Town office, receptionist or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Purchasing time stamp shall be conclusive as to the timeliness of receipt. Bid Documents may be obtained at the address below or by calling the Town Clerk at (561) 881-3300, upon payment of \$15.00, which amount will not be refunded. The money order or certified check should be made payable to the Town of Lake Park. Bid Documents will not be issued unless the request is received at least 24 hours prior to the opening of the Bids.

This Bid requires a mandatory pre-bid conference which will be held at 10:00 AM, September 11, 2006 in the Town Hall Commission Chambers. All prospective bidders will be required to attend in order to be qualified to bid on the project.

All Bids should be submitted in a sealed manila envelope and be delivered or mailed to:

Town of Lake Park
Attn: Town Clerk
535 Park Avenue
Lake Park, Florida 33403

ENVELOPE MUST BE IDENTIFIED AS SEALED BID #03-2006

The Town reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves the Town.

TOWN OF LAKE PARK

Joseph S. Kroll
Director of Public Works

Publish: Palm Beach Post, August 20, 2006 and August 27, 2006



Date Prepared: 04/24/2007
Proposal No. 07-174
Page 2 of 3

- notes CONTRACTOR shall provide CLIENT with as-built drawings of newly installed irrigation. Any directional drilling or jack and boring required to complete irrigation work shall be provided by CLIENT. CLIENT shall provide 120 volt power for irrigation controller, CONTRACTOR to coordinate.

Base Bid \$80,030.80

Alternate 1

- CONTRACTOR shall remove existing Mahogany trees. Number of trees to be removed to be determined by CLIENT. \$800.00 ea.
- Install 14'-16' overall height, 5'-8' spread, Oak or Mahogany trees in replace of removed Mahoganies. CLIENT to select species.

Field Grown Mahogany \$525.00 ea.
Oak 60 gallon \$575.00 ea.

NOTE: Price does not include landscape lighting.

ADDITIONAL SERVICES

Additional services may be provided by CONTRACTOR at an additional price agreed to by CLIENT and CONTRACTOR for services such as (including but not limited to) additional plantings, pavers and lighting.

SCHEDULE

WORK shall be performed within 60 days from CONTRACTOR receipt of signed contract and written notice to proceed by CLIENT.

COMPENSATION

CLIENT shall pay CONTRACTOR a base bid of \$80,030.80, plus alternate if selected, plus or minus any change orders that may occur. CONTRACTOR shall submit Pay Application to CLIENT for payment for WORK completed and materials stored onsite. CLIENT shall make payment within 30 days of receipt of Pay Application.

WARRANTY

CONTRACTOR warrants WORK, for a period of one year from date of final acceptance against all material and workmanship defects. Warranty does not cover damage to WORK from fire, acts of God, or negligence by others.

Chris Wayne and Associates, Inc.
15863 97th Drive North - Jupiter, FL 33478
Phone 561-746-4225 Fax 561-746-8991



Date Prepared: 04/24/2007
Proposal No. 07-174
Page 3 of 3

Respectfully Submitted,

Christopher W. Dellago, RLA
President, CEO
Chris Wayne and Associates, Inc.

Date 5/7/07

Accepted,

Town of Lake Park

Date 5/4/07

Print name MARIA DAVIS

Address _____

Phone _____

All terms and conditions of this proposal are good for 30 days. After 30 days Chris Wayne and Associates, Inc. reserves the right to review and make necessary changes. Price may or may not change. In reference to the term 'days', days shall be calculated as business days. Proposal is for WORK described above. Any additional work shown on plan but not listed in proposal shall not be the responsibility of Chris Wayne and Associates, Inc. unless mutually agreed upon in writing.

Chris Wayne and Associates, Inc.
15863 97th Drive North · Jupiter, FL 33478
Phone 861-746-4225 Fax 861-746-8991
LC 26000243 U-20161

TAB 5

Lake Park Community Redevelopment Agency (CRA)
Agenda Request Form

Meeting Date: December 19, 2007

Agenda Item No.

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input checked="" type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Request Authority to Hire a Part-Time Project Manager to Perform Construction Management Duties for Road Resurfacing and Sidewalk Replacement

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director

[Signature: M. Davis]

Date:

12/7/07

Name/Title

Date of Actual Submittal

Originating Department: Executive Director	Costs: Approximately \$30,000 Funding Source: CRA Unrestricted Reserves Acct. #	Attachments: Job Description
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. <div style="display: flex; justify-content: space-between;"> <div> Yes I have notified everyone _____ or Not applicable in this case _____: </div> <div> Please initial one. </div> </div>	

Summary Explanation/Background: In order to properly plan and execute road resurfacing and sidewalk replacement programs, it is essential to have a qualified person to perform construction management duties for the CRA. To that end, staff is requesting authority to hire a part-time project manager to execute both programs. A copy of the job description is attached for your perusal.

TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY PROJECT MANAGER

CHARACTERISTICS OF THE CLASS:

Under the administrative direction of the Community Redevelopment Agency (CRA) Executive Director, and Public Works Department Director, manages all elements of public works capital projects in the Lake Park CRA Area from the planning phase through construction, completion and close out, as it relates to road construction/resurfacing and concrete work. This position reports to the CRA Executive Director and performs related duties as directed. This is an exempt position.

EXAMPLES OF ESSENTIAL FUNCTIONS:

The list of essential functions, as outlined herein, is intended to be representative of the functions of the position. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the project manager.

Project Management:

Develops scope and budget for capital projects; Performs quality assurance/quality control review of design and contract documents prepared by staff or consultants for assigned projects; administers contracts and ensures that project work product complies with contract and project requirements; ensures that capital project design complies with local, state and federal regulations.

Construction Management:

Administers bidding processes for capital projects, coordinates contractor and Town operations and maintenance activities; ensures that contractor operations and work product complies with contract requirements and applicable local, state and federal regulations; initiates or reviews and approves design changes; resolves design and construction problems; reviews and approves contractor pay requests; negotiates subcontract change orders; monitors project expenditures and budgets; ensures delivery of projects on time and within established budgets.

Planning and Design:

Oversees development and execution of scope of the planning or design activity with staff and develops products of the planning activity (conceptual sketches, project communication and stakeholder involvement plans, meetings, etc...). Extensively coordinates and communicates with staff, property owners, and regulatory agencies.

REQUIREMENTS:

A. Education and Experience:

1. Bachelor's degree from an accredited college or university in Construction Management or Civil Engineering preferred, but not required.
2. Five years' experience in capital project management and project budgetary control in road construction/resurfacing and concrete work.
3. Must be computer literate in Microsoft Word, Excel, and other related program management software programs.
4. Candidates must possess a valid driver's license and will be required to provide a certified driving record acceptable to the Town as a condition of employment.

B. Knowledge, Skills and Abilities:

1. Ability to work independently and as part of a team.
2. Must possess excellent planning, communication, reasoning and decision-making skills.
3. Must have excellent English written and verbal communication skills.
4. Must possess advanced knowledge of the principals and practices regarding project management and execution.
5. Ability to work in the discipline areas associated with complex projects (i.e. planning, landscaping, civil engineering, construction management), particularly in specialized technical areas such as road resurfacing and sidewalk replacement.
6. Ability to develop standard contract provisions for use on capital and development projects; performs QA/QC peer review of contract documents prepared for projects and assists operations and maintenance teams with technical and construction problems.
7. Ability to responds to inquiries, complaints and questions from the public, or Town staff.
8. Ability to prepare a variety of studies, reports and related information for decision-making purposes.
9. Ability to establish and maintain internal control procedures and assure that state and national standard accounting procedures are maintained.
10. Ability to develop five-year master plans for road resurfacing and sidewalk replacement.
11. Ability to develop specifications and bid packages for asphalt resurfacing and sidewalk replacement.
12. Ability to contractor scope of work and cost estimates per project scope.
13. Ability to review construction budgets, provide budget reports, prepare and processes draws or contractor payment requests.
14. Ability to coordinate project work with all involved utility companies.

PHYSICAL REQUIREMENTS:

While performing the duties of this job, the employee is frequently required to sit, talk, hear, use hands to handle objects, tools, and to reach with hands and arms. The employee will be required to stand, walk, stoop and bend a considerable amount of time. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include good vision to include night vision and normal depth perception

ENVIRONMENTAL REQUIREMENTS:

Work is performed indoors and outdoors. May work in noisy areas, and/or be exposed to hazards such as vehicle traffic, dampness, direct sunlight, dust, machinery or moving parts. Protective clothing may be required for completion of some job assignments including safety equipment, hard hats and/or other protective equipment.

It is the policy of the Town of Lake Park to prohibit discrimination on the basis of race, color, religion, gender, national origin, age, political affiliation, physical or mental disability (where the disabled persons are able to perform the work they are seeking with reasonable accommodation), marital status, familial status, or sexual orientation, or any other form of unlawful discrimination, except when such condition is a bona fide occupational qualification. Such employment practices include, but are not limited to, the recruitment, hiring, compensation, assignment, training, promotion, demotion, discipline or dismissal of employees.